

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				I. CONTRACT ID CODE <b>DE-AC07-99ID13727</b>		PAGE 1 OF 11 PAGES	
2. AMENDMENT/MODIFICATION NO. <b>M073</b>		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. <b>NOPR</b>		5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>U.S. Department of Energy Idaho Operations Office Procurement Services Division 850 Energy Drive, MS 1221 Idaho Falls, ID 83401-1563</b>				7. ADMINISTERED BY (If other than Item 6) <b>Wendy L. Bauer, Contract Specialist, (208) 526-2808 Cheryl A. Thompson, Contracting Officer, (208) 526-5743</b>			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  <b>Bechtel BWXT Idaho, LLC PO Box 1625, MS 3810 Idaho Falls, ID 83415</b>				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO.  <b>DE-AC07-99ID13727</b>			
				10B. DATED (SEE ITEM 13) <b>June 1, 1999</b>			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

N/A

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS;  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority):
	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation, date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority): Mutual Agreement

E. IMPORTANT: Contractor \_\_\_ is not, 3 is required to sign this document and return [**3**] copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)**

(See Following Page)

Except as provided herein, all terms and conditions of the document referenced in Items 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <b>B. D. Shipp, Ph.D. President and Laboratory Director</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Cheryl A. Thompson Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY <u>B. D. Shipp</u> (Signature of person authorized to sign)	<u>1/27/03</u>	BY <u>Cheryl A. Thompson</u> (Signature of Contracting Officer)	<u>1/27/03</u>

The contract is modified to incorporate the new FY03-04 Performance Based Incentives (PBIs) contained at Section J, Attachment L - Performance Evaluation Management Plan. To fully integrate the new PBIs, other contract clauses/provisions are modified as follows:

1. Section B, Clause B.3(c), ESTIMATED COST AND AVAILABLE FEE, is revised as follows:

- (a) The estimated cost and total available fee pool will be established by the Government in accordance with DEAR 970.15404-4 and set forth in a modification to this provision.
- (b) The estimated cost of the specified contract periods, is set forth below:

<u>CONTRACT PERIOD</u>	<u>ESTIMATED COST</u>
October 1, 2001 through September 30, 2002	\$685,000,000
October 1, 2002 through September 30, 2003	\$710,000,000
October 1, 2003 through September 30, 2004	\$753,000,000

- (c) The EM Base Program New Budget Authority (BA) funding that shall be provided to the Contractor at the beginning of the fiscal year for the specified contract periods, is set forth below:

<b>PERIOD</b>	<b>EM BASE PROGRAM FUNDING</b>
October 1, 2001 through September 30, 2002	\$405,000,000
October 1, 2002 through September 30, 2003	\$424,000,000
October 1, 2003 through September 30, 2004	\$401,000,000

DOE commits to firm EM base programming funding of \$424M and \$401M for Fiscal Years FY03 and FY04, respectively. Additionally, DOE commits that the timing of release of funds, as well as the allocation between fund sources, will be sufficient to ensure funds are available to allow execution of all workscope covered by the approved Detailed Work Plan (DWP). Should the level of funding, timing of release, or allocation restrictions negatively impact BBWI's ability to complete agreed upon DWP workscope, this impact can be clearly demonstrated by BBWI and predictive advance notice is provided DOE agrees to renegotiate effected elements of the PEMP and/or DWP, as appropriate.

- (d) The total available fee for the specified contract periods is set forth in B.4 below.
- (e) Except as required by law or the terms of the contact, the contractor has authority and discretion to transfer available funds among PBSs to complete PEMP stretch measures in addition to DWP approved and funded scope. (The DWP is defined as the performance baseline component and the unfunded stretch component.) Notification of such transfers must be made to DOE by the 15th of each month. Transfers are limited to activities within the individual EM control levels (i.e. defense/non-defense site project completion and post 2006 completion) and must be consistent with the requirements contained in DOE orders (e.g. DOE Order 413.3, construction limitations, etc). Work scope not included in an approved DWP must be submitted for approval to DOE via the BCP process before funds will be

authorized. The contractor will provide monthly reports to DOE identifying available funding, costs, outstanding commitments and EACS by EM control level and PBS.

**2. Section B, Clause B.4, TOTAL AVAILABLE FEE, Table B.4.1, and Table B.4.2 are revised as follows:**

Fees delineated in Table B.4.1 were established in accordance with DEAR 970.1504-1-1 and in accordance with Section I.49 clause entitled DEAR 970.5204-54 TOTAL AVAILABLE FEE: BASE FEE AMOUNT AND PERFORMANCE FEE AMOUNT.

In the event the parties fail to agree on the amount of total available fee or any appropriate adjustments thereto under the aforementioned circumstances, the Contracting Officer may make a unilateral decision on the total available fee, subject to appeal under the clause of the contract entitled Disputes.

Total available fee for the contract is as follows:

**Table B.4.1**

	Fiscal Year(s)	Government Specified Maximum Total Available Fee*	Fee Discount Factor	Total Available Fee  (B) – [(B) X (C)] = (D)
	(A)	(B)	(C)	(D)
<b>Basic Contract Period</b>	FY 2000 (Oct-Mar)	\$10,000,000	5.0%	\$9,500,000
	FY 2000 (Apr-Sep)	\$18,055,400	5.0%	\$17,155,400
	FY 2001	\$35,910,000	5.0%	\$34,200,000
	FY 2002	\$33,625,947	5.0%	\$31,944,650
	FY 2003 – 2004	\$82,111,947	5.0%	\$78,006,350
<b>Option Period</b>	FY 2005	TBD	5.0%	TBD
	FY 2006	TBD	5.0%	TBD
	FY 2007	TBD	5.0%	TBD
	FY 2008	TBD	5.0%	TBD
	FY 2009	TBD	5.0%	TBD

Allocation between award fee and incentive fee shall be separately negotiated (or determined unilaterally by the Contracting Officer if good faith negotiations do not result in an agreement).

**Table B.4.2**

Line No.	Description	Total FY 2003 - 2004
	Available Fee Calculations:	
A	EM PBI Total	\$50,966,350
B	Other PBI Total	\$27,040,000
C	Maximum Negotiated Total Available Fee	\$78,006,350

**3. Section C, Clause C.2(a)(5), GENERAL MANAGEMENT AND OPERATING CONTRACTOR RESPONSIBILITIES, is revised as follows:**

**(a) GENERAL MANAGEMENT AND OVERSIGHT**

- (1) The Contractor shall be responsible for continuing and completing the effort of consolidation of INEEL facilities and operations (begun in September 1994) so that it functions and is perceived, from within and from the outside, as a completely integrated organizational entity.
- (2) The Contractor shall apply a high degree of energetic and innovative leadership to all facets of operations at the INEEL. The Contractor recognizes that there are themes associated with the vision of the Government that shall be considered in the management and operation of the INEEL. These themes are: (1) Operational Excellence – Completing our missions and delivering quality products, on time, at a reasonable cost while protecting human health and the environment. (2) Completion of the INEEL EM mission while supporting the solution of complex-wide EM problems through the application of science and technology and using the discipline of the systems engineering approach. (3) Strengthening the science underpinning of the INEEL and application of the core capabilities of this multi-program engineering and environmental laboratory to increase its contribution to solving EM, other DOE, regional, national and global issues. (4) Leveraging INEEL's and DOE's technology and research and development capability to maximize benefits to complex-wide operations and their impact through commercialization, research partnerships, licensing and other parallel paths leading to development. (5) It is anticipated that over time the EM program will be increasingly suited to subcontracting, therefore, there should be a focus on identifying technically appropriate, cost effective, Make/Buy opportunities in the EM program. (6) Regional and local community economic development, support and diversification.
- (3) The Contractor is responsible for the work and services described in this contract including the utilization of information, material, funds, and other property of the Government; the collection of revenues; and the acquisition, sale or other disposal of property for DOE. The Contractor shall manage, operate, and maintain the facilities described in Section C.3. and perform work and services, under the terms and conditions of this contract and in accordance with such directions that the Contracting Officer may deem necessary to give to the Contractor. Subject to contract terms and conditions and to Contracting Officer direction and instructions, if any, the Contractor shall use its best judgment, skill, and care in all matters pertaining to the performance of this contract.
- (4) The Contractor shall be fully responsible and accountable for the safe accomplishment of all work, whether performed by its own personnel or subcontractors. The Contractor shall be responsible for planning, integrating, managing and executing the programs, projects, operations and other activities as described in this statement of work such that all functions are fully integrated. The Contractor shall provide general management and operating oversight including program management functions that include but are not limited to: legal services, audit services, business systems management, human resources, property management, information resources, financial support, safeguards and security, public information and external communication activities, intergovernmental affairs, training, academic affairs, procurement, and industrial relations. In addition, the Contractor is responsible for the oversight of operations, environment, safety, health

and quality assurance within its own organization and its subcontractor's organizations.

- (5) DOE generally commences detailed EM planning for the upcoming fiscal year in April. At that time, DOE issues EM Program Execution Guidance (PEG) to the Contractor, which delineates the scope of work DOE expected to be performed based upon projected funding estimates. The Contractor shall use this PEG to prepare an EM Detailed Work Plan (DWP) at the program/project level, as appropriate which provides DOE with the details of how this work will be accomplished. Upon DOE review and acceptance of the EM DWP, the PEGs incorporated into the DWP will be cancelled and the Contractor shall begin execution of the work. The Contractor shall maintain project/program management records, tracking, reporting, and control documents for the EM program, including project baselines, resource-loaded schedules, life-cycle planning packages, performance metrics, and change control systems. The EM work control process transmitted to BBWI (CF&AO-M&O-03-019) will be utilized in managing and controlling the EM Program.

Non-EM Programs will continue to utilize existing planning/program/project management control, reporting, and tracking systems and processes.

- (5) It is recognized that complete identification of work to be accomplished under the scope of this contract is subject to change and the Contractor may be requested to perform services using existing facilities and capabilities for other Federal agencies or non-federal entities, or DOE may decide to contract portions of the work as DOE prime contracts.
- (6) The initial performance objectives for this contract are set forth in the Attachments C-A-1, C-A-2, and C-A-3 to this Description/Specification/Work Statement that may be amended from time to time in writing by the parties.

#### (b) OPERATIONAL EXCELLENCE

The INEEL has worked intensely on making operational excellence a cornerstone of operations and institutionalizing Integrated Safety Management. Building on the existing program, the Contractor shall promptly establish and promulgate a site-wide program that instills across the laboratory and within all INEEL facility groups an ethic for operational excellence that embraces the highest of industry and government standards. Environmental protection and safety are integral ways of doing business, and shall be instilled in all activities (both nuclear and non-nuclear) including work planning, design, construction, operations, maintenance, decommissioning and subcontract work. Strong programs are required in all environmental and safety disciplines with specific emphasis placed on occupational safety. A program for operational excellence shall establish an underlying philosophy and mindset for all of the INEEL that includes the philosophy that compliance with regulations and standards shall be complete while performing INEEL missions on time, at a reasonable cost, and protecting human health and the environment. An operational excellence program shall include a focus on the requisite rigor and discipline in all aspects of Contractor activities and, in particular, holding management and staff accountable. The graded approach is encouraged; however, it shall neither be used by the Contractor nor accepted by the Department to bypass requirements or as an excuse for substandard performance or results.

4. Section H, Table of Contents, is deleted in its entirety and replaced by the attached H-i and H-ii.
5. **Section H, Clause H.6, ESSENTIAL PERSONNEL & ORGANIZATIONAL PRACTICES AND POLICIES, second paragraph is replaced as follows:**

It has been determined that members of LMITCO's Pit 9 Project Team (sequestered group under DOE Contract No. DE-AC07-94ID13223) including the Vice President for Technical Management Integration are essential for continuity of claim defense. The Contractor is required to place these essential personnel in comparable positions within its organization and provide for continuation of the individual assignments unless otherwise approved by the Contracting Officer. The Pit 9 Project Team is not responsible for the implementation of OU-7-10 Staged Interim Action (Alternative Pit 9).

The contractor is to maintain a management system that complies with the Integrated Safety Management System (ISMS) requirements. In particular, the contractor will maintain clear line management authority accountability and reporting for safety and conduct of operations at each of its facilities. That line management structure will report to a senior manager in the contractor's organization who will have authority to ensure appropriate consistency and application of requirements. Modifications to the contractor's validated ISMS may be made. Such changes require DOE approval, on an annual basis, that the intent of the systems and policies is not negatively impacted.

6. **Section H, Clause H.21(b), WORKFORCE TRANSITION and HUMAN RESOURCE MANAGEMENT, H.21(b) last paragraph is deleted in its entirety.**

~~The contractor shall not make any voluntary displacement of employees as a result of privatization activities until the pension program modernization is implemented.~~

7. **Section H, Clause H.35, MULTI-YEAR FEE, is deleted in its entirety and replaced as follows:**

- (a) In order to employ multi-year Performance Objectives, a multi-year fee amount has been established. The intent of the parties is that the entire amount of the fee will be allocated and made available to the Contractor to earn by September 30, 2004.
- (b) Fee that is unearned by the Contractor as a result of Government cancellation or modification to a Performance Objective or impacted by events outside the control of the contractor will be allocated to an alternative Performance Objective or Objectives. Factors outside the control of the Contractor include the following:
  - (1) Failure of the Government to meet listed assumptions or government-furnished property, information, or services as scheduled;
  - (2) Strikes as previously discussed and coordinated with DOE;
  - (3) Acts of God or public enemies;
  - (4) Unusually severe weather floods, or emergencies
  - (5) Delays by subcontractors that are unforeseen and beyond the control of the subcontractor as described in (3) and (4) above.
- (c) A minimum of two alternative Performance Objectives will be identified by the Contractor for allocation of fee within 10 working days of notification to DOE that the factors in this clause have impacted the Contractor's ability to earn fee. Upon DOE agreement that contractor performance has been impacted, the Government shall assign the unearned fee within 21 working days of

receipt of alternative work scopes from the Contractor.

- (d) If a Performance Objective is not completed as a result of any event listed above, the fee assigned to the Performance Objective will be considered earned commensurate with the percent complete for that that Performance Objective. The Government and Contractor agree that the percent complete will be based on the earned value derived from the most recent agreed to report of the Contractor's completion status, entitled *Monthly Contractor Earned Value Report*.
- (e) If the EM Performance Objective work scope is changed plus or minus 5%, the Government and the contractor will conduct negotiations to adjust the total available fee pool appropriately considering size, complexity, schedule, risk and percentage of earned value.
- (f) If cost increases for power, medical benefits and/or pension plan contribution exceed what should be reasonably anticipated, 12% for medical benefits, \$11M for power costs and \$14M annual pension plan contribution, the government and contractor will enter into good faith negotiations to eliminate lower priority workscope requirements.
- (g) Fee allocated to PBIs which is unearned due to nonconformance with established PBI objectives shall be forfeited in its entirety and cannot be reallocated to other PBI objectives.
- (h) The Government's decision, if made unilaterally, with regard to fee pool adjustments is subject to the Disputes clause of the contract.
- (i) Effective October 1, 2001, for purposes of clause I.66 (*DEAR 970.5215-3 Conditional Payment of Fee, Profit, or Incentives - Alternate 1 (DEC 2000)*) of this contract, the "evaluation period" shall be deemed to be 6 months in duration, and notwithstanding the terms of clause I.66, the maximum amount of fee reduction per "evaluation period" shall be 1/4 of the total fee (after fee discount) for the 2-year period.

The contractor shall use its best efforts to achieve the EM workscope specifically covered by fee-bearing performance based incentives (PBI). Notwithstanding subsections (c) and (d) of Clause I.66 of this contract, the exclusive penalty for not completing an EM PBI shall be limited to the unearned fee associated with that individual incentive provided best efforts have been used. The Contracting Officer may apply subsections (a) and (b) of Clause I.66.

- (j) SuperStretch Performance Based Incentives (SSPBIs) - The parties may agree to negotiate SSPBIs (including associated fee) from cost savings, redirected funds or Government provided funding to perform unfunded or accelerated activities on a case-by-case basis. Candidate SSPBIs are not incorporated into the Performance Evaluation Management Plan (PEMP) until approved through the PEMP change control process and until funds are provided for the scope of such SSPBIs through approval of Baseline Change Proposals. The parties agree that the Contracting Officer's decision on allocation of funds and fee determination for SSPBIs is final, subject to the contract Disputes clause.

The fee for SSPBIs will be allocated from a source other than the Multi-Year Fee Pool established in Section (a) and must be allocated and made available for earning by the Contractor within the multi-year fee period. SSPBIs shall include provisions for incremental payment for partial performance; if a SSPBI is canceled the allocated fee will be considered earned by the Contractor commensurate with the percentage of the SSPBI completed. If the parties fail to agree through good faith negotiations on the available fee or payment for partial performance, the Contracting Officer may make a unilateral determination, subject to the contract Disputes clause. Upon completion of each PBI measure/expectation/milestone the contractor will initiate the closeout process with DOE. The Fee Determination Official will approve payment of fee during

the closeout process for any measure/expectation/milestone completed as specified in the individual PBI (except that completed milestones will be batched for payment on a quarterly basis). The fee payment for completion of the PBI objectives will be offset by the portion of the progress 45% fee payments (clause I.27, *DEAR 970.5232-2 Payments and Advances (DEC 2000) (Modified)*) that are attributable to the PBI objectives.

8. **Section I, Table of Contents, is deleted and replaced with the following pages I-i and I-ii**
9. **Section I, Clause I.27(a), DEAR 970.5232-2 PAYMENTS AND ADVANCES (DEC 2000) (Modified) (formerly DEAR 970.5204-16), is modified as follows:**
  - (a) (Modified) Payment of Base Fee, Award Fee, and Incentive Fee. Total available fee is payable in equal monthly installments. For each evaluation period, forty-five percent (45%) of the total available fee pool will be due and payable to the contractor in equal monthly installments commencing at the end of the first month of each evaluation period. The balance of fees earned shall become due and payable following the issuance by the FDO of a Determination of Total Available Fee Amount Earned, in accordance with clause I.49 of this contract entitled "Total Available Fee: Base Fee Amount and Performance Fee Amount." Fee pool amount earned payments shall be made by direct payment or withdrawn from funds advanced or available under this contract, as determined by the contracting officer. The contracting officer may offset against any such fee payment, the amounts owed to the Government by the contractor, including any amounts owed for disallowed costs under this contract.
  - (b) Payments on Account of Allowable Costs. The contracting officer and the contractor shall agree as to the extent to which payment for allowable costs or payments for other items specifically approved in writing by the contracting officer (for example, negotiated fixed amounts) shall be made from advances of Government funds. When pension contributions are paid by the contractor to the retirement fund less frequently than quarterly, accrued costs therefore shall be excluded from costs for payment purposes until such costs are paid. If pension contribution are paid on a quarterly or more frequent basis, accrual therefore may be included in costs for payment purposes, provided that they are paid to the fund within 30 days after the close of the period covered. If payments are not made to the fund within such 30-day period, pension contribution costs shall be excluded from cost for payment purposes until payment has been made.
  - (c) Special financial institution account-use. All advances of Government funds shall be withdrawn pursuant to a payments cleared financing arrangement prescribed by DOE in favor of the financial institution or, at the option of the Government, shall be made by direct payment or other payment mechanism to the contractor, and shall be deposited only in the special financial institution account referred to in the Special Financial Institution Account Agreement, which is incorporated into this contract as Appendix-. No part of the funds in the special financial institution account shall be commingled with any funds of the contractor or used for a purpose other than that of making payments for costs allowable and, if applicable, fees earned under this contract, negotiated fixed amounts, or payments for other items specifically approved in writing by the contracting officer. If the contracting officer determines that the balance of such special financial institution account exceeds the contractor's current needs, the contractor shall promptly make such disposition of the excess as the contracting officer may direct.
  - (d) Title to funds advanced. Title to the unexpended balance of any funds advanced and of any special financial institution account established pursuant to this clause shall remain in the Government and be superior to any claim or lien of the financial institution of deposit or others. It is understood that an advance to the contractor hereunder is not a loan to the contractor, and will not require the payment of interest by the contractor, and that the contractor acquires no right,



title or interest in or to such advance other than the right to make expenditures therefrom, as provided in this clause.

- (e) Financial settlement. The Government shall promptly pay to the contractor the unpaid balance of allowable costs (or other items specifically approved in writing by the contracting officer) and fee upon termination of the work, expiration of the term of the contract, or completion of the work and its acceptance by the Government after:

(1) Compliance by the contractor with DOE's patent clearance requirements, and

(2) The furnishing by the contractor of:

- (i) An assignment of the contractor's rights to any refunds, rebates, allowances, accounts receivable, collections accruing to the contractor in connection with the work under this contract, or other credits applicable to allowable costs under the contract;
- (ii) A closing financial statement;
- (iii) The accounting for Government-owned property required by the clause entitled "Property"; and
- (iv) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract subject only to the following exceptions:
  - (A) Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible to exact statement by the contractor;
  - (B) Claims, together with reasonable expenses incidental thereto, based upon liabilities of the contractor to third parties arising out of the performance of this contract; provided that such claims are not known to the contractor on the date of the execution of the release; and provided further that the contractor gives notice of such claims in writing to the contracting officer promptly, but not more than one (1) year after the contractor's right of action first accrues. In addition, the contractor shall provide prompt notice to the contracting officer of all potential claims under this clause, whether in litigation or not (see also Contract Clause, DEAR 970.5228-1, "Insurance-Litigation and Claims");
  - (C) Claims for reimbursement of costs (other than expenses of the contractor by reason of any indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the contractor under the provisions of this contract relating to patents; and
  - (D) Claims recognizable under the clause entitled, Nuclear Hazards Indemnity Agreement.

(3) In arriving at the amount due the contractor under this clause, there shall be deducted,

- (i) Any claim which the Government may have against the contractor in connection with this contract, and
  - (ii) Deductions due under the terms of this contract, and not otherwise recovered by or credited to the Government. The unliquidated balance of the special financial institution account may be applied to the amount due and any balance shall be returned to the Government forthwith.
- (f) Claims. Claims for credit against funds advanced for payment shall be accompanied by such supporting documents and justification as the contracting officer shall prescribe.
- (g) Discounts. The contractor shall take and afford the Government the advantage of all known and available cash and trade discounts, rebates, allowances, credits, salvage, and commissions unless the contracting officer finds that action is not in the best interest of the Government.
- (h) Collections. All collections accruing to the contractor in connection with the work under this contract, except for the contractor's fee and royalties or other income accruing to the contractor from technology transfer activities in accordance with this contract, shall be Government property and shall be processed and accounted for in accordance with applicable requirements imposed by the contracting officer pursuant to the Laws, regulations, and DOE directives clause of this contract and, to the extent consistent with those requirements, shall be deposited in the special financial institution account or otherwise made available for payment of allowable costs under this contract, unless otherwise directed by the contracting officer.
- (i) Direct payment of charges. The Government reserves the right, upon ten days written notice from the contracting officer to the contractor, to pay directly to the persons concerned, all amounts due which otherwise would be allowable under this contract. Any payment so made shall discharge the Government of all liability to the contractor therefor.
- (j) Determining allowable costs. The contracting officer shall determine allowable costs in accordance with the Federal Acquisition Regulation subpart 31.2 and the Department of Energy Acquisition Regulation subpart 48 CFR 970.31 in effect on the date of this contract and other provisions of this contract.
- 10. Part III – Section J – List of Attachments, Table of Contents, is deleted in its entirety and replaced with the attached page J-i**
- 11. Part III, Section J, Attachment J-A, Personnel Policies and Procedures is deleted in its entirety and replaced with the attached Attachment J-A.**
- 12. Part III, Section J, Attachment J-J, Community and Economic Development Contributions is deleted in its entirety. See H.36 below regarding corporate funded research and development contributions.**

#### **H.36 Community and Economic Development Contributions**

Up to \$8 million per year in corporate funded research and development (CFRD) will be conducted at the INEEL with the anticipation that this will increase employment at the lab, enhance lab capabilities, attract other research dollars, and function as seed money for other technology spinoffs. The minimum investment will be no less than \$1.5 million per year. Contributions above the minimum are based on a percentage of net fee.

*Investing in INEEL R&D.* BBWI commits to invest at least 20% of net fee annually in lab activities that align with technologies that are compatible with corporate product lines and services, with a minimum of \$1.5 million annually. BBWI investment in R&D will be 20% of net fee until they earn up to 80% of the available fee. When between 80 and 90% of the available fee is earned, BBWI will invest 40% of this increment. When over 90% is earned, BBWI will invest 60% of this increment.

**13. Part III, Section J, Attachment J-L, Performance Evaluation Measurement Plan, is revised as follows:**

The FY03-04 EM Performance Based Incentives (PBIs), Outcomes I through IV, and Other PBIs Nos. 13 through 18, are hereby incorporated by reference. Any changes made to the PBIs will be made through the formal change control process.

**EM PBIs End Point Statements and Fee Allocation (attached)**

Summary

Desired Endpoint/Outcome I: Disposition at Risk Waste

Performance Objective 1: Sodium Bearing Waste Facility Design

Performance Objective 2: Close tank farm

Performance Objective 3: Removal of liquid in pools

Performance Objective 4: Complete the Pit 9 GEM Project

Performance Objective 5: Close CERCLA sites

Performance Objective 6: Disposition Calcine

Performance Objective 7: Disposition Backlog Mixed Low-Level Waste

Performance Objective 8: Complete the first remote-handled TRU shipment to WIPP

Desired Endpoint/Outcome II: Disposition Special Nuclear Materials

Performance Objective 1: Close INTEC 651

Desired Endpoint/Outcome III: Disposition Spent Nuclear Fuel

Performance Objective 1: Close PBF

Performance Objective 2: Close TAN

Desired Endpoint/Outcome IV: Reduce EM Footprint

Performance Objective 1: Closure of INTEC-601.

Performance Objective 2: Close WERF/WROC and PBF facilities.

**EM PBI Detail Sheets by objective (attached)**

Other PBIs (attached)

PBI 13 – Nuclear Energy Research & Development

PBI 14 – ATR

PBI 15 – SMC

PBI 16 – National Security

PBI 17 – Comprehensive

PBI 18 - INEEL Energy, Environmental, Engineering Technology, and Science Capability

**14. Part III, Section J, Attachment J-O, Job Creation Information (Related to Community Economic Development Plan), is deleted in its entirety.**

SECTION H  
SPECIAL CONTRACT REQUIREMENTS  
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## **PART - 1- INTRODUCTION**

- A. This attachment sets forth allowable costs by advanced understanding for the Contractor's human resource management policies and related expenses, which have cost implications under the contract. Only those items of personnel costs and related expenses that are set forth herein or specifically referenced in this Personnel Attachment are allowable costs by advance understanding under this contract, to the extent that these costs do not conflict with other contract language.
- B. The Contractor shall select, manage, and direct the work force; and apply the policies set forth herein in general conformity with the methods used in its private operations insofar as those methods are consistent with this contract. The Contractor shall use effective management review procedures and internal controls to assure that the allowable costs set forth herein are not exceeded, and that areas which require prior approval of the Contracting Officer (CO) or designated representative are reviewed and approved prior to incurring the costs. Failure to conform to the requirements of this attachment, including obtaining CO approval when required, may result in costs becoming unallowable under this contract.
- C. Either party may request that this Attachment A be revised, and the parties hereto agree to give consideration in good faith to any such request. Revisions to this Attachment A shall be accomplished by executing Reimbursement Authorizations (DOE Form AD-36), as approved by the CO or designated representative. When revisions to this Attachment A are agreed upon, revised pages will be issued reflecting such changes and will bear the effective date of such changes.
- D. This Attachment A is adopted for the exclusive benefit and convenience of the parties hereto, and nothing herein contained will be construed as conferring any right or benefit upon past, present, or future employees of the Contractor, or upon any other third party. Accordingly, neither this Attachment A nor any part thereof, as amended or modified, will be deemed to constitute a contract between a party hereto and any employee of the contractor or to be consideration for, or an inducement or condition of, the employment of any person, or to afford the basis for any claim or right of action whatsoever against a party hereto by any employee of the contractor or other third party.

## PART - 2 - DEFINITIONS

- A. Adjustment. Change in salary outside the normal salary program required to establish either internal or external equity for a given position.
- B. Affiliated Company. With respect to BBWI or any of the separate companies that comprise BBWI, (1) a corporation that is included in a controlled group of corporations, (2) a trade or business that is under common control, (3) a service organization that is included in an affiliated service group, (4) any entity required to be aggregated under Section 414(o) of the Internal Revenue Code, and (5) an employer (i.e. Battelle) to the extent determined by the presiding officer of the Retirement/Investment Plan Sponsor.
- C. Average Rate. The rate which is determined by dividing the weekly straight-time pay by the number of hours worked during the payroll week, when an employee works at more than one basic rate or more than one shift differential rate during a payroll week.
- D. Basic Earnings. The amount obtained by multiplying the number of hours worked by the basic rate.
- E. Basic Rate, Job Rate, or Basic Salary. Rate of pay per hour, per week, or per month, exclusive of any premium, established for each job classification in accordance with the approved wage and salary schedules.
- F. Basic Workweek. A 40-hour workweek.
- G. Change of Classification. Placement of an employee in a new classification due to reassignment without change in salary range.
- H. Contracting Officer (CO). Industrial Relations or other authorized CO for Attachment A.
- I. Contractor. Bechtel BWXT Idaho, LLC (BBWI).
- J. DEAR. The term "DEAR" means the Department of Energy Acquisition Regulation, in the form in effect on the effective date of this contract.
- K. Department. The Department of Energy or its successor agency.
- L. DOE. The CO or authorized representative of the CO.
- M. Demotion. The permanent placement of an employee in a lower-rated job classification.
- N. Exempt Salaried Employees. Executive, administrative, and professional employees who are exempt from certain provisions of the Wage and Hour laws. They are on the monthly, semi-monthly, or biweekly payroll.
- O. FAR. The term "FAR" means the Federal Acquisition Regulation, in the form in effect on the effective date of this contract.
- P. FTR. The term "FTR" means the Federal Travel Regulation, as it applies to the Federal Civilian Employee and Contractor Travel Expense Act of 1985.
- Q. Merit Increase. Increase in the salary of an employee within the established rate range of employee's job classification, which is granted consistent with approved salary increase guidelines.

- R. Nonexempt Salaried Employees. Employees who are covered under and are subject to the provisions of the Wage and Hour laws, and are not covered by a collective bargaining agreement. They are on the biweekly salaried or hourly payroll.
- S. Payroll Day. The 24-hour period extending from the starting time of the work day as established by the contractor.
- T. Payroll Week. Seven consecutive 24-hour periods as established by the contractor.
- U. Promotion. Permanent placement of an employee in a higher rated job classification due to an increase in the character or scope of an employee's job assignment.
- V. Reevaluation. Change of job level, up or down, through formal evaluation of existing job.
- W. Regular Scheduled Shift. The normal hours of working time in each payroll day established for each employee.
- X. Salaried Employees. Includes both exempt and nonexempt nonrepresented employees.
- Y. Severance Pay. A week's pay for layoff purposes is equal to the employee's straight time hourly rate times 40 hours. Premium pay for shift differential, overtime, or like payments, is excluded.
- Z. Straight-time Pay or Straight-time Earnings. Amount obtained by multiplying the number of units of time worked by the straight-time rate per unit of time.
- AA. Termination. Quit, discharge, layoff, retirement, death, and/or removal from the payroll because of disability (as distinguished from disability absence where the employee is not removed from the payroll).

## **PART - 3 - LABOR RELATIONS PROGRAM**

The Contractor shall develop and implement labor relations policies that will promote orderly collective bargaining relationships, equitable resolution of disputes, efficiency and economy in operations, and the judicious expenditures of public funds.

### **A. *Collective Bargaining Agreements***

1. The terms and conditions set forth in the agreements listed below and any changes or modifications thereto, shall constitute the allowable costs for the contractors' bargaining unit employees. This shall include the bargaining unit members' compensation and benefits for reimbursement and the Agreement(s) are incorporated by reference.
  - a. Agreements between BBWI and the Paper, Allied Industrial, Chemical and Energy Workers International (PACE), Local No. 2-652.
  - b. Agreement between BBWI and the Teamsters, Chauffeurs, Warehousemen and Helpers Union, Local No. 983.
  - c. Agreement between BBWI and the Amalgamated Transit Union, Division 1517, AFL-CIO.
  - d. Agreement between BBWI and the Security Police and Fire Professionals of America, Local 3.
  - e. INEEL Site Stabilization Agreement and the INEEL Site Construction Jurisdictional Procedural Agreement.
2. Upon receipt of any Union proposals and/or preliminary to any negotiation concerning any collective bargaining agreement or amendment thereto, affecting employees engaged in work under this contract, the Contractor shall meet with DOE or designee(s) for the purpose of developing mutually agreed upon bargaining objectives respecting any significant change in existing labor agreements which can be calculated to affect allowable costs under this Attachment A or which could involve other items of special interest to the Government.
3. The Contractor shall keep DOE advised of significant developments during any negotiations.
4. The Contractor shall promptly advise DOE of labor relations developments which involve or appear likely to involve:
  - a. Possible strike situations;
  - b. The National Labor Relations Board at any level;
  - c. Recourse to procedures under the Labor-Management Act of 1947, as amended, or any other Federal or State law;
  - d. Any grievance for which the Contractor has received a written intent from the union to arbitrate under a Collective Bargaining Agreement; or
  - e. Other significant issues that may involve review by other federal or state agencies.
5. The Contractor will provide DOE notification and an estimate of costs associated with any action by the Contractor under the Labor Management Relations Act of 1947, as amended, and/or involving the National Labor Relations Board.

6. Costs of wages and fringe benefits to employees represented by collective bargaining units, not in excess of those provided in the Collective Bargaining Agreements listed above shall be allowable. All other costs, such as expenses relating to the grievance processing and settlements, arbitration and arbitration awards and other costs and expenses incurred pursuant to the provisions of the Collective Bargaining Agreements and revisions thereto listed above are allowable costs hereunder.

## **PART - 4 - PAY AND SALARY ADMINISTRATION POLICIES**

### **A. *Exempt and Nonexempt Salaried Employees***

The Contractor shall submit its Compensation Program to the CO for initial approval and periodic review. Proposed major compensation design changes will also be submitted for review and approval. Administration of wages and salaries under this contract shall be carried out in accordance with recognized wage and salary administration principles. The principles shall provide for equitable treatment of personnel on a definitive, systematic basis consistent with economic business practices and judicious expenditures of public funds and which shall result in payment of total compensation to individual employees conforming to the standards of reasonableness, allowability and allocability as contemplated by FAR Subpart 31.201.

### **B. *Salary Administration***

#### **1. Salary Ranges**

Salary ranges with a minimum, maximum, and midpoint for each job grade shall be established and approved by the CO. Any changes in the salary ranges will be approved in advance by DOE.

#### **2. Red Circle Rates**

Employees paid above the maximum rate for their range can be placed in a "red circle" classification. They shall receive no base salary adjustments until such time as the rate range is increased to include their pay. They will then be eligible for increases that will result in them being paid no more than the maximum for their range.

#### **3. Executive Bonus**

Executive bonus, stock option and all other incentive pay type programs are an unallowable cost under this contract unless specifically approved by the CO.

### **C. *Annual Compensation Increase Plan***

1. Each year, sixty (60) days prior to implementing action, the Contractor will develop and justify, in a manner prescribed by the DOE, a Salary Increase Fund Plan for review and approval by the DOE.
2. The funds are a percentage of the respective total exempt and nonexempt eligible payrolls at the end of the prior calendar year (expressed as an annualized amount) and will be the maximum allowed for granting increases for permanent employees due to merit, promotions, adjustments, reclassifications, and step increases.
3. This fund will be based upon such factors as national and local surveys, area rates, and such other criteria as may be pertinent to the establishment of competitive salaries for each occupational group, e.g., scientists and engineers, administrative, technical, and clerical. Each component of the fund, i.e., merit, promotions, adjustments, reclassifications and step increases, shall be justified separately.



4. All increases are charged to the fund on an annualized basis. Once an individual's salary increase is charged to the fund, reuse of that amount, i.e., recovery, for any other purpose during the salary year is unallowable. If an individual terminates before receiving an increase, the portion of the fund allocated for that increase may remain in the fund.
5. The Contractor shall also provide a copy of the annually developed salary guidelines prepared for supervisory use, indicating the parameters for granting various increases based on employee performance and current salary.
6. The dollar amount of the fund shall be subject to review and adjustment by the DOE upon a significant reduction in Contractor employment levels, as in a reduction-in-force.

**D. Approval of Individual Salary Actions Over \$100,000 Per Year**

1. Besides the President's salary actions, the Contractor will submit all proposed salary actions involving individuals with salaries above \$100,000 per year, and who report directly to the President, for review and approval by the CO. All actions including increases under the annual merit increase guidelines, as well as salary adjustments, must be approved in advance of the effective date. These actions shall be submitted to the CO on a Compensation Approval form, DOE F 3220.5 at least thirty (30) days in advance of the proposed effective date of the action.
2. For costs incurred after January 1, 1998, compensation of a senior executive in excess of \$340,650 is unallowable. This amount, known as the "benchmark compensation amount" is subject to annual adjustments as established by the Administrator, Office of Federal Procurement Policy. Allowable costs of executive compensation shall be determined pursuant to Federal Acquisition Regulation 31.205-6(p).

Compensation for costs means: the total amount of wages, salary, bonuses and deferred compensation (see FAR 31.205-6(k)) and employer contributions to defined contribution pension plans (see FAR 31.205-6(j)(5) and (j)(8)) for the fiscal year, whether paid, earned, or otherwise accruing, as recorded in the contractor's cost accounting records for the fiscal year. It does not include fringe benefits, such as health benefits, and employer contributions to defined benefit pension plans. If reasonable in amount, these elements of compensation are allowable irrespective of the cap.

Senior executive means: (1) the contractor's Chief Executive Officer or any individual acting in a similar capacity; (2) the contractor's four most highly compensated employees in management positions other than the chief executive officer; and (3) if the contractor has intermediate home offices or segments that report directly to the contractor's corporate headquarters, the five most highly compensated employees in management positions at each such intermediate home office or segment.

The base salary for the top contractor management official, to be reimbursed by DOE, will be in accordance with the most recent DOE Acquisition Letter; provided however, the allowable base salary for the top contractor management official in any future acquisition letter shall not be less than what is prescribed in DOE Acquisition Letter, 2000-12, as of July 1, 2002, unless Contractor agrees in writing. This limitation applies to annual salary and any allowable variable compensation. Salary limits will be commensurately less for executives below the top contractor management official.

**E. Premium Pay, Nonexempt Employees**

1. Shift differentials for evening and night work will be paid to shift workers. The evening shift differential will be seven and one-half percent (7.5%) of the straight-time hourly rate, with a maximum of one dollar and fifty cents (\$1.50) per hour. The night shift differential will be ten percent (10.0%) of the straight-time hourly rate, with a maximum of two dollars (\$2.00) per hour. The differential will be considered part of the basic rate when calculating overtime pay.
2. For employees assigned to an alternate workweek night shift (majority of hours worked fall between midnight and 8:00 a.m.), a night shift differential will be paid. The differential will be 10 percent (10%) of the straight-time hourly rate, with a maximum of two dollars (\$2.00) per hour.
3. In certain instances, employees classified as technicians and/or drafter/artists may receive upgrade pay of \$1.50 per hour when designated by management to direct the work of other similarly classified employees due to the absence or unavailability of supervision. Such upgrade pay shall not be subject to overtime premium.

**F. Overtime, Nonexempt Employees**

1. The contractor may utilize a variety of compressed workweek schedules in the accomplishment of its work scope so long as such schedules do not violate applicable provisions of the Fair Labor Standards Act.
2. All hours worked in excess of forty (40) hours per workweek will be compensated at time and one-half (1-1/2).
3. When an employee reports for work outside the employee's regular schedule in response to a special request of the Company, provided the request is made after the last regularly scheduled shift preceding the work assignment, the employee may be guaranteed two (2) hours (four (4) hours if called out to site) of pay at straight time under 40 hours or time and one-half over 40 hours in the workweek.
4. An employee who works on his second scheduled day off will be paid time and one-half for hours worked on such day.
5. An employee who is required to work on a holiday shall receive time and one-half (1-1/2) the base pay for all hours worked, in addition to holiday pay that may be due.
6. For nonrepresented employees, all hours paid, except those hours coded to short-term disability, will be counted as hours worked for purposes of calculating overtime.
7. In no event will overtime be pyramided, but will be paid at the highest applicable premium.

**G. Premium Pay, Exempt Employees**

1. An exempt, salaried employee assigned to a regularly scheduled evening, night, or rotating shift for at least four (4) consecutive workdays, or thirty percent (30%) of his work time in a month, may be paid a shift allowance separate from his base pay not to exceed ten percent (10%) of his base rate, with a maximum monthly payment of \$541.66.

2. Exempt Security personnel will be paid shift differential in accordance with the pay methodology and percentages approved in a letter dated February 12, 1997, Addendum to Attachment A, signed by the CO, Robert J. Bardsley, on 4/29/97.

#### ***H. Overtime, Exempt Employees***

1. Because exempt employees are paid on a salaried basis to accomplish the work scope for which they were hired, occasional overtime for exempt employees is generally noncompensable as such.
2. A manager (department manager or above) may approve payment for hours worked by an exempt employee in excess of his/her regular work schedule, provided the overtime is directed and scheduled on a temporary basis to facilitate the accomplishment of assignments in addition to the employee's normal work scope. Before authorizing overtime pay for exempt employees, the immediate manager will ensure that all of the following criteria are satisfied:
  - a. The overtime is scheduled in advance by the immediate manager (department manager or above).
  - b. The additional assignment necessitating the overtime is anticipated to require employees to work more than 5 hours of overtime per week.
  - c. The affected employee(s) do not earn more than \$5,416 per month (base salary).
  - d. Overtime that extends beyond eight consecutive weeks is approved in advance by the next higher level of management.
  - e. The overtime is necessary for accomplishing special assignments or meeting new work scope requirements.
3. If the above provisions are satisfied, exempt employees will be compensated for overtime hours worked in excess of 5 per week in accordance with the following:
  - a. Exempt employees will not receive payment for any overtime hours in weeks when they work less than 45 hours.
  - b. Time actually worked, holiday hours paid, and hours recorded as court leave (as defined in Part 5 – BENEFIT PROGRAMS AND POLICIES, Section G), will count in determining eligibility for overtime pay. Time worked does not include other paid leave usage or hours spent in transit or on business travel.
  - c. Payment for overtime under this Section will be made at the exempt employee's regular monthly salary computed on an hourly basis.
  - d. Generally, employees may not schedule personal leave during a period of approved overtime. The need to be absent may be accommodated with flex-time where possible.
  - e. Exempt employees will be granted compensatory time off for overtime hours worked only after approval of a company compensatory time policy by the CO.

4. Exempt employees working 12-hour shifts will record a minimum of 40 hours each week while working their regularly assigned shift. All compensated overtime hours worked by such employees will be paid at straight-time rates.
5. Exempt employees at reactor facilities who are regularly assigned to shift work as Senior Reactor Operators may be paid at one and one-half times their base rate of pay for all hours worked in excess of 40 hours per week, and for holidays worked in addition to holiday pay that may be due. Exempt employees who are regularly assigned to shift work as Shift Supervisors may be paid at straight time for all hours worked in excess of 40 hours per week, and for holidays worked in addition to holiday pay that may be due.
6. Exceptions to the policy on payment of exempt overtime shall require review by the contractor and Contracting Officer approval.

***I. Meal Reimbursement***

A meal of reasonable cost may be provided employees who are directed by their immediate manager to work outside their regularly scheduled shift as follows:

1. For two (2) or more hours beyond their regularly scheduled shift (one meal).
2. On call-out status for four (4) or more hours (one meal).
3. For two consecutive shifts (two meals).

***J. Overtime Management***

The contractor shall maintain adequate internal controls to ensure that employee overtime is authorized only if cost effective and necessary to ensure performance of work under this contract. The contractor shall notify the Contracting Officer when in any given year it is likely that overtime usage as a percentage of payroll may exceed 4%.

The Contracting Officer may require the submission, for approval, of a formal annual overtime control plan whenever contractor overtime usage as a percentage of payroll has exceeded, or is likely to exceed, 4%, or if the Contracting Officer otherwise deems overtime expenditures excessive. The overtime control plan will be as prescribed in DEAR 970.5204-80 Overtime Management.

***K. Severance Pay***

1. A regular, full-time employee laid off due to a reduction in force after twelve (12) months recognized Contractor service shall be paid severance pay as follows:

<u>Years of Service Credit</u>	<u>Weeks of Severance Pay</u>
1 yr. but less than 2	1
2 yr. but less than 4	2
4 yr. but less than 7	3

7 yr. but less than 10	4
10 yr. but less than 15	6
15 yr. but less than 20	9
20 yr. but less than 25	12
25 yr. and over	16

2. If an employee has previously received severance pay in accordance with Section K.1 and is subsequently rehired by the Contractor and is again laid off (not for cause), service credit for purposes of determining severance pay for the latest separation does not include any period of prior service for which severance pay was previously paid. However, an employee who receives severance pay in accordance with Section K.1 and who is subsequently rehired shall be given the option of repaying any portion of his/her severance pay (expressed in weeks) to the Contractor. That returned portion shall be credited to the individual employee's severance pay account and shall be available for his/her use in the event of subsequent layoffs.
3. An employee who has received severance pay in accordance with Section K.1 and who is rehired, will again be eligible to earn additional severance pay, beginning with the date of rehire, in accordance with Section K.1.
4. Severance pay benefits are not payable to an employee under this contract when the:
  - 1) Employee voluntarily separates from employment,
  - 2) Employee is offered employment at the same level of pay with comparable benefits by the successor/replacement contractor,
  - 3) Employee is offered employment at the same level of pay with comparable benefits with another subsidiary or affiliate of the Contractor/Corporation,
  - 4) Employee resigns, or
  - 5) Employee is discharged for cause.
5. Periods of unpaid leave in excess of one year are not included in determining the years of service for purposes of determining the amount of severance pay under K.1. Notwithstanding the above, leaves of absence for union business shall be handled consistent with the parties' collective bargaining agreements and leave for Professional Research, Teaching, or Technology Transfer shall be handled in accordance with Section J of this Attachment A.
6. Special provisions for Key Personnel. In determining the Years of Service Credit to be used in calculating severance pay for Key Personnel, only the years of service on this BBWI contract, plus the years of service worked on this or other DOE sites for other DOE Contractors will be used in calculating severance pay. An exception to this special provision is five Key personnel from Battelle or INRA who were on BBWI rolls before this provision was incorporated into the contract. The five employees excluded from this provision when figuring severance pay are J.Ethridge, P.Kearns, P.Phelps, B.Shipp, and R.Jacobsen. (Reference DOE letter CF&AO-PSD-BJB-03-001, dated October 9, 2002)

#### ***L. Pay in Lieu of Notice***

When an employee is terminated by the company for any reason except "discharged for cause," he may receive pay in lieu of notice up to two (2) weeks if management feels that the employee should not remain on the job after receiving notice of termination, for security or other reasons.

**M.     *Reactor Operations Certification Bonus Program***

A certification bonus will be paid to all employees who, at the request of the Contractor, maintain active certifications in the Reactor Operations Certification Program. Employees become eligible for the bonus upon Console certification. The bonuses will be \$3,000, \$4,500, and \$6,000 for Experimental Power Reactor Operators (EPRO), Senior Reactor Engineers, and Assistant/Shift Managers, respectively. Prorated bonus payments will begin the first trimester after certification. An employee certified at two levels will receive a prorated bonus reflecting the period of time the employee was at each certification level. An eligible employee transferring to a noneligible position or terminating during a trimester will not receive a bonus for time spent in an eligible position prior to transfer/termination.

## **PART - 5 - BENEFIT PROGRAMS AND POLICIES**

The employee benefit plans and all amendments thereto, shall be subject to prior CO approval. Related costs, described in this section are approved by DOE for application to employees working on this contract and are reimbursable. In addition, retirees of this and previous contractors may have limited coverage of these benefits.

The plans may be continued from year to year without further DOE approval, even though experience under the plan may result in increased premium cost, providing the benefits are not changed. The Contractor will notify the CO of any change in cost (e.g., premium rates) which is not attributable to a change in benefits.

### **A. Contractor Service Credit for Purposes of Benefits**

1. Contractor service credit shall encompass that period of uninterrupted active service rendered by an employee for the Contractor from the most recent date of employment, with special applications as outlined in this Attachment A.
2. Employees transferring to the Contractor from other contractors participating in the INEEL benefit programs will receive continuous benefit plan credit based upon their credited service as current participants in the INEEL benefit programs. Employees who transfer in from contractors who are not part of the Contractors corporation and who are not participating in the INEEL Benefit Programs will not have prior service credit transferred but will start accruing service based on their service time with the Contractor.
3. Employees transferring to the Contractor from an Affiliated Company will receive prior service credit based on the service credit policies of the applicable parent or subsidiary. Such prior service credit will be applied in accordance with this contract and the Contractor's service credit policies regarding leave accrual and participation in other contractor benefit plans other than the defined-benefit and defined-contribution pension plans. Any credit for prior service (for eligibility, vesting, and benefit calculation) in the defined benefit (retirement) and defined contribution (investment) plans will be determined in accordance with the terms of said plans.
4. There will be no duplication of benefits in allowing prior service credit.
5. Should an employee of the contractor or an Affiliated Company be "laid off" and subsequently rehired within a twenty-four (24) month period, the recognized contractor service credit will be considered continuous, except that a maximum of 12 months will be recognized for the period of layoff.
6. For part-time employees, service credits are calculated based on hours worked and holidays. When 2,080 paid hours are accumulated, one (1) year of service will be credited.
7. Personal leave and short-term disability bank hours privileges for employees acquired as a result of mergers, purchases, trades, transfer from the Contractor's parent or parent's subsidiaries, or other similar methods of acquiring employees, shall be determined as though their continuous service in the acquired operations was service rendered in the employ of the Contractor.

### **B. Holidays**

Eighty hours of holiday will be credited annually and employees will be paid for their regular scheduled hours at their regular base rate.

**C. Personal Leave/Short-Term Disability**

- Employees, except those on the dump system, will earn personal leave and short-term disability for each workweek they are in pay status (defined to include insured STD and workers' compensation wage reimbursement payments) for not less than one-half of the work hours scheduled for such a week according to the following schedules:

<u>Months of Service</u>	<u>Hours Per Week</u>			<u>Hours Per Year</u>		
	<u>PL</u>	<u>STD</u>	<u>Total</u>	<u>PL</u>	<u>STD</u>	<u>Total</u>
0 through 108	2.77	0.62	3.39	144	32	176
109 through 228	3.54	0.62	4.16	184	32	216
229 or more	4.31	0.62	4.93	224	32	256

- Dump system employees will earn personal leave annually in January as follows:

<u>Months of Service</u>	<u>Accrued Annually</u>
0 through 108	144 hours
109 through 228	184 hours
229 or more	224 hours

Dump system employees will earn short-term disability hours at the rate of 0.615 hours for each workweek they are in pay status (defined to include insured STD and workers' compensation wage reimbursement payments) for not less than one-half of the work hours scheduled for such week.

- Personal leave and short-term disability bank hours for which a part-time employee is entitled is calculated at the rate of one week's accrual for each 40 hours worked as follows:

<u>Cumulative Hours Worked</u>	<u>Leave Per 40 Hours Worked</u>		
	<u>PL</u>	<u>STD</u>	<u>Total</u>
173 through 18,720	2.77	0.62	3.39
18,721 through 39,520	3.54	0.62	4.16
39,521 or more	4.31	0.62	4.93

- Employees who are assigned to work at the site may earn up to 0.289 hours of additional personal leave for each workweek they are in pay status for not less than one-half of the work hours scheduled for such week.
- Leave Donation Program: The Contractor may approve the donation of up to 500 personal leave hours by one or more employees to another employee if all of the following conditions are satisfied:



- a. The receiving employee or a member of his/her immediate family (defined to include spouse, parents, and children) is experiencing a serious medical situation that is documented by note from a personal physician, and is expected to result in substantial loss of income.
- b. The receiving employee has exhausted short-term disability bank hours and/or personal leave benefits.
- c. It is anticipated that the receiving employee will be absent from work as a result of the medical situation for a minimum period of 2 weeks.
- d. Donor employees do not deplete their own personal leave balances below 80 hours.
- e. The donation of hours is documented by signed statements or electronic notes.

Separate and apart from the above, the contractor may approve annually the donation of up to 500 personal leave hours by one or more employees to other employees for reasons approved by the contractor.

#### **D. Miscellaneous Personal Leave/Short-Term Disability Provisions**

##### **1. Personal Leave Carryover Maximums**

<u>Months of Service</u>	<u>Maximum Carryover</u>
0 through 60	200 hours
61 through 120	240 hours
121 or More	320 hours

2. The Contractor may approve the general carryover of personal leave hours in excess of these maximums. Requests to exceed these limits will not be granted unless a compelling extraordinary rationale exists. Such excess carryover must be taken in the next calendar year or be forfeited.
3. All unused personal leave hours in excess of the allowed carryover limits (that are not approved by the Contractor for special carryover) at the end of January of each year shall be canceled and the employee may not be paid for such canceled personal leave.
4. In applying the carryover limits, PL hours that may have been donated to other company employees (but not actually transferred pending final determination of how many hours will actually be needed by the recipient) will not be counted.  
  
There shall be no limit to the number of unused short-term disability bank hours that an employee may carry over.
5. Upon termination for any reason including retirement or layoff (except as noted in Section 5.D.7. below), employees will be paid in lump sum for any personal leave credited but not used. Upon termination for any reason, including retirement or layoff, employees will not be paid for unused short-term disability bank hours.
6. Any employee who transfers from the Contractor to an Affiliated Company will have the option of transferring all or part of his/her unused personal leave to the new employer, depending upon the ability of the new employer to receive this personal leave, or be paid off in a lump sum before transferring.

- 7 In those situations where an employee transfers to the Contractor directly from an Affiliated Company, the Contractor may recognize the unused sick leave accrued at such other entity on the date of transfer. All payments to the transferred employee for sick leave recognized under this section are an allowable cost to the contract.
- 8 In those situations where an employee transfers to the Contractor directly from an Affiliated Company, the Contractor may recognize and transfer in the accrued vacation leave from the losing employer. Except in the case of key employees, the contractor will carryover only those amounts up to the amounts recognized for maximum carryover under this contract (no more than 320 hours). The value of these hours will be paid by check from the losing employer to the Contractor.
- 9 Individual personal leave carryover limits will be established for all Key Employees. These limits will be the greater of:
  - a. The number of personal leave hours that are transferred from the employee's previous employer and recognized by BBWI at the time of hire, or
  - b. 320 hours.

Key employees whose personal leave balances exceed their individually established carryover limits on January 31 will have two years to reduce their balances to a level that does not exceed these limits. Any excess personal leave balance at the end of two years is subject to forfeiture.

## ***E. Accident and Illness Plan***

### **1. General Provisions**

Incidental administrative costs associated with the administration of this program are reimbursable under this contract.

### **2. Job-Incurred Disabilities**

Employees who sustain on-the-job injuries may be compensated by the contract at their base rate of pay for all hours missed from work on the day of injury.

### **3. Application of Short-Term Disability Bank Hours**

- a. Accumulated short-term disability bank hours may be used as follows:
  - (1) If an employee does not have STD insurance and does not qualify for Worker's Compensation benefits, to cover the first six-month period of absence due to an accident or to an illness that lasts more than one calendar week.
  - (2) If an employee does have STD insurance or does qualify for Worker's Compensation benefits, to supplement his/her insured STD or Worker's Compensation benefits to 100% of base pay. Use of STD Bank hours in this situation is conditioned on the insurance company's determination of disability.
  - (3) If an employee continues to be disabled for a period longer than six months, to continue wage replacement payments following the cessation of insured STD or Worker's Compensation benefit payments.
- b. Accumulated short-term disability bank hours may not be used for absences caused by the need to care for a family member.

**F. Death in Family Leave**

1. In the event of the death of a qualified member of the employee's immediate family, an employee may be granted death in family leave with pay at employee's regular base rate, up to a maximum of twenty-four (24) hours as required depending upon individual circumstances.
2. Immediate family will cover the employee's spouse or another member of the employee's or spouse's immediate family, including a parent, sibling, child (including legally adopted and stepchild), stepparent, grandparent, grandchild, and son and daughter-in-law.

**G. Court Leave**

An employee called for jury duty, or who is required by court process to attend court proceedings in which he/she is not a principal nor has any financial interest, will continue to be paid his/her regular base pay for necessary time away from his/her job. The amount of pay received for a court appearance will be returned to the Contractor, less any travel and meal allowance.

**H. Military Leave**

1. Full-time employees who are in the armed forces of the United States (including National Guard members) and who have short-term military training obligations such as annual training, will be granted 15 working days of leave per calendar year to satisfy their obligations. During this time, the Contractor will pay the difference, if any, between the employee's military base pay and the employee's prorated salary.
2. Military training leave in excess of 15 working days during a calendar year will be granted as leave without pay or as personal leave, at the employee's option.
3. Full-time employees who are members of the National Guard and who are called for emergency duty will be granted up to 160 hours of paid leave per calendar year. During this time, the Contractor will pay the difference, if any, between total Guard Duty pay and the employee's prorated salary for the actual number of working days involved up to the maximum of 160 hours.
4. Any employee who is drafted or volunteers in the armed services of the United States or who is called to active duty as a reservist may, if eligible, choose to be placed on Military Leave or use available Annual Leave credits, as appropriate. Otherwise, unless the employee chooses to terminate employment, the employee will be placed on Military Leave without pay.
5. Employees on military leave are entitled to veteran's re-employment rights as established by Federal Law.
6. Impact of military leave on various insurance, retirement income, and investment plans will be in accordance with the plan descriptions.
7. Time spent on military leave will be considered in computing Contractor service credit.

**I. Nonpaid Leaves of Absence - Time Off Without Pay**

1. An employee having one (1) or more years of recognized Contractor service credit may be granted a leave of absence without guarantee of reemployment (except in the case of ill health) for a period of not less than fifteen (15) calendar days, nor more than one (1) calendar year for the following reasons:
  - a. Illness - Leave of absence may be granted for illnesses of the employee or the employee's family. Three (3) successive extensions of the leave may be granted to cover prolonged illnesses of the employee. However, the employee will be terminated from active employment after one year. An employee on leave of absence for illness is considered a regular employee in all respects except that of receiving salary or wage payments for a maximum period of one year. The employee is expected to apply for reinstatement to an active status as soon as the physical condition of the employee or dependent permits, and shall not engage in any gainful employment for another or for the employee while on leave status unless prior approval to do so is granted.

Notwithstanding the above, the Contractor shall comply with the provisions of the Family and Medical Leave Act.
  - b. Education - An employee may be granted leave to attend a recognized educational institution other than on a part-time basis. Successive extensions of the leave may be granted as necessary for completion of the employee's educational goals. Employees who are granted leave of absence for educational purposes will be terminated from active employment.
  - c. Other Personal Reasons - This category includes such reasons as travel, accompanying spouse in college or military service, campaigning for and/or serving in a political office or essential personal affairs. Employees who are granted leave of absence will be terminated from active employment.
2. Recognized Contractor service credit will accrue to the employee during only the first year of leave (provided the employee returns to employment at the end of the approved leave period including extensions).
3. The impact of leave on the various insurance, retirement income, and investment plans will be handled in accordance with the plan descriptions.
4. With proper managerial approval, time off without pay at the request of the employee may be granted to an employee up to a maximum of 90 days per calendar year.

**J. Professional Research, Teaching, or Technology Transfer Leave**

1. With prior approval of the Contractor, an employee may be granted a professional research, teaching, or technology transfer leave for a period of not more than one (1) year with the potential of up to two (2) one-year renewals for the following reasons:
  - a. To accept a professional research assignment in industry or with an academic institution,
  - b. To accept a teaching position with an academic institution,
  - c. To transfer technology from the INEEL to the industrial community, or
  - d. To pursue entrepreneurial activities in conjunction with the founding of a spin-off company.

2. Employees may continue to work for the contractor on a part-time basis while on Professional Leave.
3. For the term of the assignment, the Contractor may approve the maintenance of certain benefits and may pay a salary differential which, when combined with pay received from the research/teaching assignment or technology transfer activities, may not exceed the employee's base pay. Additionally, employees who wish to pursue entrepreneurial spin-off activities and choose to terminate their employment instead of taking Professional Leave may be provided medical benefits at active employee rates for up to one year following termination.
4. The Contractor's policy and procedures for professional leave will be provided to the CO for review.
5. A summary report will be submitted to the CO annually, which includes the names of the employees granted professional leave, the duration of the leaves and any relevant costs.

**K. *Approved Leave***

1. Approved leave payable at straight time rates will be available for the following reasons:
  - a. Due to facility closures, for bad weather, civil defense exercises, or other DOE approved activities, and for employees participating in certain contractor sponsored employee programs. The Contractor shall have a written policy for the administration of this program.
  - c. For unavoidable partial day absences of exempt employees who have exhausted their paid leave benefits (including personal leave and/or short-term disability bank hours and advanced personal leave options) and who cannot make up the absence within the same workweek.

**L. *Benefit Plans***

1. The Company has in effect the following approved benefit plans that are approved by DOE.

Flexible Benefits Program	Vision Insurance
Retirement Plan	Dental Insurance
Investment Plan	Business Travel Accident
Medical Plan	Life Insurance
Dependent Life Insurance	Long Term Disability Insurance
Flex Spending Accounts	Severance Pay Plan
Short Term Disability Insurance	
Long Term Care Insurance	
Accidental Death & Dismemberment Insurance	
2. Employee benefit plans may be initiated or changed by the Contractor. However, all new plans and revisions or amendments to existing plans must receive prior DOE approval before the costs will be allowed. The impact of all personnel policies on participation in these plans will be described in the individual plan descriptions.

**M. Defined Benefit Pension Plan and Defined Contribution Pension Plan**

**1. Reporting and Plan Design Requirements**

Annually, the Plan Sponsor (i.e., the Contractor administering the Plan) shall submit to the CO for each plan copies of the actuarial valuation, the accounting report, the IRS Form 5500 tax package, and all IRS forms in the 5300 series. Accounting for plan assets shall be on an accrual basis market value. Plan assets shall include an accumulation of DOE-reimbursed contributions, Contractor employee contributions, and investment earnings. For purposes of crediting contributions with earnings, the parties to the sitewide benefit pension plan and defined contribution pension plan shall consider all assets fungible. The site defined benefit plans and site defined contribution plans, as well as modifications of them, shall require the approval of the Head of Contracting Activity. The plans shall be qualified plans under the Internal Revenue Code. The break-in-service rules of such plans shall be no more punitive to the plan participants than those Employee Retirement Income Security Act (ERISA) break-in-service rules which apply to single-employer plans.

**2. Funding**

- a. The normal costs, actuarial liabilities, and the required Contractor (or subcontractor) contributions will be computed on the basis of any immediate-gain actuarial cost method that is acceptable to the IRS.
- b. Contractor contributions to plan funds shall equal amounts attributable to work performed for the benefit of DOE by current or former Contractor participants in the plans. These contributions shall be based on the actuarial valuation for the most recent plan year. Such contributions shall be subject to the approval of the Head of Contracting Activity. Furthermore, the contribution shall not exceed the greater of the minimum funding requirement or that amount which would fully fund the current liability.
- c. (Note: This paragraph only applies to defined contribution plans.) The Plan Sponsor shall credit to DOE all funds not allocable to vested contract service of participants in a defined contribution plan. Thus, the Plan Sponsor shall refund nonvested Department contributions for those employees who withdraw from the plan and all Department contributions paid toward periods beginning on and after the contract termination date. For periods beginning before contract termination, the Plan Sponsor may use such refunds to reduce future Department contributions.
- d. In the case of a participant whose employment is transferred on or before September 25, 1998 or on or after October 1, 1999 directly from the Contractor to an Affiliated Company, final average earnings for purposes of calculating the retirement benefit as provided in the Plan Sponsor Retirement Plan Document shall also take into account such participant's earnings attributable to periods of continuous employment with such parent or subsidiary company subsequent to such transfer. The number of participants transferring shall appear as line items in the demographic tables of the annual actuarial valuation. A copy of this information will be transmitted to the CO. In the case of a participant whose employment is transferred directly to the Plan Sponsor from the parent company or subsidiaries, recognized service credit for vesting will be allowed as stated in Part 5, A. Final average earnings for purposes of calculating the retirement benefit as provided in the parent company's or subsidiary's retirement plan document, shall also take into account such participant's earnings attributable to periods of continuous employment with the Contractor subsequent to such transfer.

Participants whose employment is transferred (after September 25, 1998 but before October 1, 1999) between the Contractor and an Affiliated Company, upon retiring or otherwise terminating employment from the entity to which last transferred, shall be considered for pension purposes as having performed their entire service from that entity. Assets and liabilities shall be transferred to the defined benefit plan of the receiving entity as of the valuation date following the date of transfer. The amount of assets to be transferred shall equal the sum of the funded portion of the actuarial liability of each transferee, where the funded portion is based on the funding status of the active pension plan participants for the entity to which the employees are transferred. In no event shall the amount of such asset transfer be less than the amount required under Section 414(1) of the Internal Revenue code. The transferred assets and the number of transfer shall be itemized in the actuarial valuation report.

- e. The funding vehicle for any qualified plan shall be a trust.
- f. If the defined benefit plan has multiple sponsors, then each sponsor agrees to:
  - (1) guarantee any employer liabilities at time of withdrawal with corporate assets, or
  - (2) immediately satisfy any employer liability at time of withdrawal.

3. Procedures for Certain Events

- a. Assumption of Contract - The Plan Sponsor assumes sponsorship of each plan on behalf of those of its employees who are performing contract service by virtue of accepting the contract.
- b. Termination or Expiration of Contract - Depending upon the situation, the following procedure shall apply to each plan:
  - (1) No Replacement Contractor - In the event the contract expires or is terminated without a replacement contractor, all accrued benefits for Contractor employees shall become 100 percent vested immediately regardless of the plan's vesting schedule. If a plan termination is unavoidable, the parties to the contract shall follow the procedures in Termination of Plan below. A plan termination shall not occur without the prior approval of the Head of Contracting Activity.
  - (2) Replacement Contractor - When there is a replacement contractor, the Contractor shall help the replacement contractor become a Plan Sponsor. The Contractor shall receive no assets from the plan or from DOE.
- c. Termination of Plan - If a plan terminates, the Plan Sponsor shall determine the value of plan liability. Consistent with any applicable law, any excess of plan assets over plan liability shall revert to the Department within twelve months of plan termination. Until such reversion, interest shall accrue at the treasury rate. Conversely, the Department shall reimburse the plan any excess of plan liability over plan assets. However, the Department subjects such reimbursement to the availability of funds. The liability of a defined contribution plan shall be the sum of the individual accounts. The liability of a defined benefit plan shall be the sum of the values of immediate annuities and deferred annuities resulting from a nonparticipating group annuity purchase from the lowest-bidding insurance company. For this purpose, the Plan Sponsor shall submit to the Head of Contracting Activity for approval or disapproval the annuity purchase bids from no fewer than ten reputable insurance companies. When a defined contribution plan terminates, the Plan Sponsor shall inform the plan participants of their right to roll their individual accounts over into alternative investments and of the consequences of their failing to do so. A plan termination shall not occur without

the prior approval of the Head of Contracting Activity. Whenever possible, if a plan termination accompanies a contract termination, the Plan Sponsor and the Department shall arrange for the transfer of plan assets to a high-grade, short-term investment fund until all liabilities are discharged. Any assets remaining after discharge of all plan liabilities shall revert to the Department. Such transfer shall not occur without the prior approval of the Head of Contracting Activity.

- d. Continuance of Contract - Under a continuing contract, no change to a plan shall diminish plan assets, accrued benefits, or change valuation and accounting procedures for those assets. If a change to the plan is unavoidable, the Plan Sponsor shall guarantee with corporate funds those plan assets placed at risk by the change. No such change shall occur without the prior approval of the Head of Contracting Activity.

#### ***N. Medical Benefits Program for Displaced Workers***

1. The cost of premiums for medical insurance covering contractor employees separated from employment subsequent to September 27, 1991, in connection with a work force reduction resulting from the rightsizing of activities, will be reimbursable (in accordance with guidance published by DOE) provided the employee was:
  - a. eligible for medical insurance coverage under the contractor's plan at the time of separation from employment; and,
  - b. not eligible for coverage under another employer's group health plan or under Medicare since the date of separation.

#### ***O. Service Awards***

Service awards will be granted based on a service award program approved by the CO.

Costs for this program will be paid for out of the monies allocated in Part 6, Section 6.J.

#### ***P. Health & Welfare Benefits For Bechtel Executives***

The Health & Welfare Benefits For Bechtel Executives is limited to a select group of Bechtel Executives. The individuals, and other participating executives who may be assigned to the Contractor in the future, will remain in the Health & Welfare Benefits for Bechtel Executives and will not participate the INEEL Health & Welfare Plans.

Cost for the Health & Welfare Benefits for Bechtel Executives is an allowable cost up to an amount equal to the cost of the INEEL Medical, Dental, Life and Accident Insurances for the employee and dependents.



## **PART - 6 - EMPLOYEE PROGRAMS**

### **A. Contractor-Directed Training Programs**

1. The Contractor may send a reasonable number of employees to technical meetings, professional society meetings, seminars, conferences, specialized training courses, etc., when, in the opinion of the Contractor, participation at such functions may contribute to the performance of the work under this Contract.
2. Off-site, specialized training in excess of three (3) months per person will be subject to the prior CO approval on a case-by-case basis.
3. Employees participating in such functions will receive their regular salaries or wages.
4. Travel expenses, including registration and enrollment fees, conference meals, and other necessary and related conference expenses will be allowed when authorized by the contractor and supported by paid receipts.

### **B. Contractor-Endorsed Training Programs**

1. Upon obtaining CO approval of the program the Contractor may participate in the cost of continuing education activities of its employees, provided such activities are job-related, and are successfully completed.
2. In addition to the training offered to employees on the job, the contractor may, organize and conduct an off-the-job voluntary training program for the benefit of its employees in furtherance of its work under the Departments Programs. Any program so established may include training at all educational and/or skill levels from vocation education through college courses of professional and/or technical nature.
3. The costs of such programs include, but are not necessarily limited to, organizational and administrative expenses, expenses incurred in obtaining facilities for use in the program, and Contractor-authorized travel expenses incurred by officials of participating education institutions.

### **C. INEEL-Sponsored Education Programs**

1. For courses and programs sponsored through the INEEL Education Program, the Contractor will pay textbook costs, fees and tuition of employees attending Contractor-approved courses and programs, and will pay the instructors and provide management of the program.
2. Employees will be required to sign a payroll deduction authorization form that may be used by the Contractor to recover costs should the employee fail to successfully complete the course or to attain a grade of at least a "C" or its equivalent.
3. Employees who audit a course will be required to attend at least eighty percent (80%) of the total number of sessions given in order for costs associated with the course(s) to be paid by the Contractor. Exceptions may be granted on formal petition by the employee, depending on the merits of the case.

**D. Non-INEEL-Sponsored Education Programs**

1. Reimbursement for correspondence courses taken by Occupational Medical Program physicians participating in the Masters of Public Health Program offered through the Medical College of Wisconsin will be one hundred percent of the reasonable costs of the course.
2. Reimbursement for correspondence courses not previously cited shall not exceed fifty percent of the reasonable costs of the course.
3. The Contractor will cover costs of books, and tuition for courses sponsored by educational institutions that are not part of the INEEL Education Program. Also covered are fees associated with acquisition of academic credits through the successful completion of college level examination (CLEP tests).
4. Employees will be required to sign a payroll deduction authorization form that may be used by the Contractor to recover costs should the employee fail to successfully complete the courses or to attain a grade of at least a "C" or its equivalent.

**E. Education Degree Program**

1. Regular full-time employees of the Contractor are eligible to apply for the Program, with their immediate manager's and Human Resources' approval. Employees approved for this program must be in pay status a minimum of 20 hours per workweek to maintain their full-time employment benefits. In addition, the employee shall be a full-time student at an accredited university.
2. All educational expenses such as textbooks, tuition, and fees will be allocated as in the INEEL or non-INEEL Education Program provided the employee maintains a 2.5 grade point average for bachelor degree, or 3.0 grade point average for masters or doctorate degree.
3. Acceptance in this program is dependent upon a signed agreement between the employee and the Contractor that the employee will repay all expenses if she/he does not complete a total of five years of service with the contractor, at least two of which must follow completion of or withdrawal from the program. Hours actually worked during time spent in the program will be credited toward the five year employment requirement.

**F. Reimbursement for Professional Fees, Dues, and Licenses**

Criteria for Reimbursement - Employees who obtain a professional license will be reimbursed, providing that they obtain prior approval from their immediate manager. Reimbursement is limited to those licenses granted by the Idaho Board of Professional Engineers and Land Surveyors, the Idaho Board of Registration for Professional Geologists, the Idaho Occupational License Bureau (Environmental Health and Health Physics Specialist only), the American Industrial Hygiene Association, the American Board of Health Physics, the American Society of Safety Engineers, and other certification agencies as may be required by business necessity for contract work. Files on all approved expenditures will be maintained by the INEEL Institute in such a manner as to be readily accessible for audit. The amount of reimbursement will depend on the following criteria:

1. When an employee is required to be licensed or certified by a rule or regulation of the Department of Energy, the employee will be reimbursed 100% of the initial and renewal application, examination, license, and travel expenses, provided the examination is passed.

2. When an employee is not required to be licensed or certified by a rule or regulation of the Department of Energy, but it is in the best interest of the government to have the employee obtain such license or certification, the employee will be reimbursed provided the examination is passed. Reimbursement is limited to the initial license; annual license renewal fees are not covered. In the event an employee who received a reimbursement of 50% is promoted or transferred to a position that requires a license, no retroactive reimbursement will be allowed, but annual renewal fees will be paid.
3. The contractor may participate in the cost of Professional Certification for a reasonable number of employees when in the opinion of the contractor; attainment of said certification may contribute to the performance of work under this contract.
4. Professional certification may include but is not limited to National Management Association Certification, Professional Secretary Certification, Professional Project Management, Certified Professional hazardous Waste Management.
5. Cost of sitting for the Professional Certification Examination include travel expenses and fees. As long as the examination is passed, costs are reimbursed to the employee at 50% for the initial examination. Annual renewals are not covered.

**G. Occupational Medical Program Dues and Fees**

1. Occupational physicians will be reimbursed for fees and dues equal to the amount billed for membership in the American Medical Association, American Occupational Medical Association, Idaho Medical Association, Idaho Falls Medical Society, and one (1) specialty society if the physician is Board certified. In addition, Idaho State Board of Medicine Licensure fees are allowed.
2. Occupational clinical psychologists will be reimbursed for fees equal to the amount paid to the State of Idaho's Occupational License Bureau for the purpose of obtaining professional licensure.
3. Appropriate medical care providers in the Occupational Medical Program may be reimbursed for membership in the following medical professional societies: Occupational Clinical Psychologists, Occupational Registered Pharmacists, Occupational Physician Assistants.
4. Occupational registered pharmacists and the Director of Nursing will be reimbursed for fees equal to the amount paid to the State of Idaho's Occupational License Bureau for the purpose of obtaining professional licensure.
5. In the event an employee of the Occupational Medical Program leaves the employment of the Contractor after being reimbursed for any of the above fees and dues, the Contractor will require a pro rata return of such reimbursement in an amount equal to the proportion of the calendar year during which the employee was no longer in the employment of the contractor.

**H. Attorney Dues and Fees**

1. Attorneys will be reimbursed for all fees required to practice law on behalf of the Company. In addition, the expense of "one" membership in the American Bar Association will be a reimbursable item.
2. In the event an attorney leaves the employment of the Contractor after being reimbursed for the above fees and dues, the Contractor will require a pro rata return of such reimbursement in an amount equal to the portion of the calendar year during which the employee is no longer in the employment of the Contractor.

**I. Retraining for Displaced Employees**

Salaried and hourly employees whose jobs are likely to be eliminated due to changes in the contractor's scope of work or budgetary reductions may be offered opportunities for retraining. Retraining programs will be designed to provide occupational skills, which are in demand by the contractor or by other employers locally, regionally, or nationally, as appropriate. Where possible, training will be sufficient to make the individual employable at his or her current level of pay or in a field with prospects for advancement to this level in a reasonable period. Tuition payments for courses to qualify displaced employees for outside employment may be approved by the contractor. Retraining for outside employment may be conducted during working hours under programs approved by DOE.

**J. Employee Recreation, Morale, Recognition Programs and Activities, and Safety Programs and Awards**

The company may establish and maintain programs to boost morale, promote goodwill, and to recognize and award employees for performance and service, and to cover safety programs and awards. The cost of these programs will be limited to a predetermined percent (with prior CO approval) of the annual base payroll per year. Activities will be consistent with FAR 31.205-13. The allocation of monies to various activities will be at the discretion of the Contractor.

**K. Research and Development (R&D) Innovation Program**

1. The innovation in the field of R&D Award program will involve evaluation of the research performed based on the originality of the idea, quality of the research, and the potential benefit to the INEEL. A maximum of ten (10) awards will be made each fiscal year.
2. The employee or team submitting the most innovative idea will receive a cash award of \$2,500, and an appointment to the board reviewing the next year's submittal.
3. Special recognition awards (maximum of ten) may be received by employees or teams who clearly demonstrated innovativeness in research. The total cost of these awards will not exceed \$1,000 each.
4. Should no projects be deemed worthy of special recognition in any given year, no awards will be given.
5. Any improvements or innovation that requires a contract change or waiver to a design or regulatory requirements is subject to approval by CO prior to issuing an award.

**L. Contractor Workplace Substance Abuse Program**

Contractor shall submit to the CO for approval a written Workplace Substance Abuse Program consistent with the minimum requirements of 10 CFR part 707, Workplace Substance Programs at DOE sites, and provides for baseline services including education awareness programs on the hazards of using substances in the DOE workplace; supervisory training on their responsibilities with impaired employees; and Employee Assistance Program services. Where testing designated positions have been identified, contractors must include a testing program that meets the requirements of the Department of Health and Human Services Mandatory guidelines and 10 CFR part 707.

**M. Employee Assistance Program**

1. Contractor shall submit for approval by the CO an employee assistance program implementation plan consistent with the requirements listed in DOE Order 350.1.
2. The program shall provide for preventive services, education, short term counseling, coordination with and referrals to outside agencies, and follow-up upon return to work that conforms to the requirements of 10 CFR 707.6, Employee Assistance, Education, and Training. A description of the Employee Assistance Program services shall be included in the contractor Substance Abuse Plan. In addition, the Employee Assistance Program shall provide services for other medical behavioral, mental, emotional or personal problems of employees and dependents.

**N. Inventions and Discoveries**

1. The Contractor will pay employee inventor(s) the following amounts upon the filing of an original, division, continuation or continuation in part application for and the issuance of a patent:

Number of Inventors	Payment Per Employee	
	Application	Issuance
1	\$300	\$700
2	\$200	\$600
3 or more	\$150	\$500

2. The Contractor will implement procedures to reward employee inventor(s) by sharing with them a minimum of 25% of the gross amount of royalty receipts from licenses or any other non-monetary consideration received from the licensing program.
3. Upon DOE review and approval, the Contractor may implement other, and additional, employee reward programs utilizing the royalty revenues. Such reward programs will be set forth in the Contractor's operating procedures per contract clause H.26 and H.27.
4. **Inventors' Luncheon.** The Contractor is authorized to have an annual luncheon for the purpose of honoring employee inventors who have had patents issued in their name. Reasonable expenses for the luncheon function shall be reimbursable costs under the contract.
5. **Employee/Inventor's Organization.** The Contractor may encourage and/or cause the formation of an organization whose membership is comprised of employee inventors. Such an organization may undertake programs, communications and/or publications of interest to the membership. The Contractor may expend up to \$20,000/year to support the activities of such an organization.

## **PART - 7 - TRAVEL and RELOCATION**

### **A. General**

Except as noted below, allowable costs for business travel, subsistence, and relocation expenses of employees will be in accordance with the Federal Acquisition Regulations, the Department of Energy Acquisition Regulations, and the Federal Travel Regulations as they apply to government Contractor employees. Employees will be paid travel and relocation allowances in accordance with this Attachment A and the Bechtel B&W Idaho Employment Conditions as submitted and approved by the CO.

### **B. Business Travel**

1. Reimbursement is allowed for brief personal calls to an employee's family or residence within the United States while the employee is in travel status for more than one night. An average of one call per day, not to exceed \$4.00 per call, or \$12.00 per trip for each 7-day period of a single trip, will be reimbursed.
2. Contractor will put in place controls that apply when the use of actual lodging expense reimbursement (up to 300% of the maximum per diem rates) is warranted and approved:
  - a. Contractor will, to the maximum extent possible, use lodging facilities that offer FTR per diem lodging rates to contractor employees. Business trips where lodging exceeds the established FTR per diem rates should be kept to a minimum.
  - b. When lodging at FTR rates is unavailable and higher cost lodging is used, lodging waiver forms including justification and preparation date will be completed.
  - c. If deemed necessary, the CO will establish a maximum percentage of trips where lodging claims may exceed established FTR rates (plus taxes).

### **C. Temporary Assignments**

Assignments to the Washington D.C. area will be in accordance with DOE O 350.2 and established DOE-ID policy.

1. Assignment of an anticipated period of 365 days or less but more than 30 days will be considered temporary. Reimbursement will be made as regular business travel for trips of 30 days or less; however, for trips of 31-90 days, the contractor may evaluate the most effective approach to determine whether business travel or a temporary assignment is appropriate. Employees on temporary assignments will be paid on a per diem basis, (in accordance with paragraph 5 below), for the entire term of the assignment.
2. Unless approved otherwise by the CO, a temporary assignment will be reclassified as a permanent assignment if it exceeds 12 months.
3. An employee on temporary assignment may be permitted to ship up to 2,500 net pounds of personal effects to the assignment location and 2,500 net pounds from the assignment location. In lieu of shipping, the company may reimburse employees for the cost of a rental trailer. Reimbursement of rental trailer costs cannot exceed the cost of shipping 2,500 pounds to and from the assignment location.
4. Employees on temporary assignment shall receive full lodging, meals and incidental expense per diem in accordance with established business travel reimbursement policies

for the first 60 calendar days of the temporary assignment or until semi-permanent housing is obtained. After the first 60 days or after semi-permanent housing is obtained (whichever occurs first), the allowance for lodging, meals, and incidental expenses will be reduced to 65 percent of full per diem rate for the location of the assignment. While on full per diem, receipts for lodging expenses will be required. No receipts will be required for reimbursement once semi-permanent housing is obtained or 60 days has expired.

5. The lodging portion of the per diem allowance for temporary assignees will not be disallowed except when an absence from the temporary assignment location is sufficiently long to warrant termination of lodging arrangements.
6. While on temporary assignment, employees may be eligible to receive one return trip home each consecutive four-week period provided business travel has not provided otherwise. An employee's spouse or other immediate family member may be sent to the temporary work location in lieu of a return trip home provided the action is at least cost neutral to the customer.
7. An employee whose house is vacant due to the assignment may be reimbursed for reasonable and actual home maintenance and/or lease management expenses up to a maximum of \$100 per month.

**D. *New Hires and Permanent Transfers***

1. Relocation expenses will be allowable for all new hires into exempt positions as well as nonexempt Experimental Power Reactor Operator job classifications. This provision is not intended to apply to those nonexempt employees or nonexempt new hires whose skills are readily available within local market areas or where transfer would not add significantly to the contract work.
2. In all relocations there may be no duplication of time or expenses between transfer relocation allowance, interim living expenses, or home search expenses.
3. Except for relocation costs, employees on a permanent assignment are not eligible for per diem. When the assignment is to a new area with a higher cost of living, higher than the area he/she is departing, the employee may receive a cost of living allowance for up to two years. The amount of the allowance will be based on an agreed to amount between the contractor and the CO.
4. Costs incidental to the sale of the residence are allowable costs so long as they are included with all other additional home sales costs not to exceed 14 percent.
5. The company may provide assistance to new hires or transferring employees in selling their former residences and/or buying new ones when moving to new work locations at the request of the company.
6. Rental costs of a car trailer or truck for transportation of the employee's household furniture and effects at a cost not to exceed the amount that would be charged by a commercial carrier is allowed. If employees haul their own trailer, reimbursement may be made in accordance with the mileage rates contained in the FTR, not to exceed the amount that would be charged by a commercial carrier.
7. If relocation to the new work location does not occur simultaneously with the employee's report to work, the employee is eligible for one round trip to the point of origin to assist with packing and loading of his/her household goods and personal effects.

**E. Foreign Travel/Assignments**

1. Travel expenses associated with foreign business travel will be in accordance with applicable FAR, DEAR, and FTR guidelines.
2. Relocation expenses associated with foreign assignments will be negotiated on a case-by-case basis.

**F. Travel Restrictions**

1. For contractor travel expenses incurred on or after October 1, 2000, through September 30, 2001, a ceiling limitation of **\$8.418M** shall apply to all reimbursements made for contractor travel expenses under this contract for Energy and Water appropriated travel funds (both direct and indirect). Expended funds, which exceed the established ceiling, will be unallowable.
2. Notwithstanding any other provisions of the contract, the contractor further agrees that none of the funds obligated under the contract may be used to reimburse employee travel costs incurred on or after October 1, 2000, and before October 1, 2001, which exceed the rates and amounts that apply to federal employees under subchapter I of Chapter 57 of Title 5, United States Code. To the extent that this contract provides elsewhere for the reimbursement of employee travel costs which exceed the rates and amounts that apply to federal employees under subchapter 1 of Chapter 57 of Title 5, United States Code, the preceding limitation on reimbursement of employee travel costs applies to costs incurred on or after December 1, 2000, and before October 1, 2001. Costs which exceed these rates and amounts will be unallowable. This restriction is in addition to those prescribed elsewhere in statute or regulation.
3. Costs incurred for lodging, meals, and incidental expenses are considered reasonable and allowable to the extent that they do not exceed the maximum per diem rates in effect at the time of travel as set forth in:
  - a. Federal Travel Regulations (FTR) for travel within the 48 states;
  - b. Joint Travel Regulations (JTR) for travel in Alaska, Hawaii, the Commonwealth of Puerto Rico, and territories and possessions of the United States; or
  - c. Standardized Regulations (SR) for travel allowances in foreign areas.
4. Subparagraph (c) does not incorporate the regulations cited above in their entirety. Only the coverages in the referenced regulations addressing the maximum per diem rates, the definitions of lodging, meals, and incidental expenses, and special or unusual situations are applicable to contractor travel.
5. Airfare costs in excess of the lowest customary standard, coach, or equivalent airfare offered during normal business hours are unallowable except when such accommodations require circuitous routing, require travel during unreasonable hours, excessively prolong travel, result in increased cost that would offset transportation savings, are not reasonably adequate for the physical or medical needs of the traveler, or are not reasonably available to meet mission requirements. However, in order for airfare costs in excess of the above standard airfare to be allowable, the applicable condition(s) set forth above must be documented and justified.



## **PART - 8 - MISCELLANEOUS POLICIES**

### **A. *Participation in Association Activities***

1. Cost incurred as a result of participation in the activities of technical, professional, and business associations will be allowed, as indicated below, when such participation is beneficial to the work under this contract and does not interfere significantly with the employee's primary assignment under this contract.
2. The costs allowed will be as follows:
  - a. Salaries while participating in these activities.
  - b. Registration fees for attendance at conventions, conferences, expositions, and other meetings; such fees to include only the minimum requirements for attendance.
  - c. Travel expenses connected with the attendance mentioned immediately above; such expenses to be in accordance with the approved travel policies stated elsewhere in this Attachment A.
  - d. Incidental costs of materials and services incurred in preparing papers and reports related to attendance at conventions, conferences, expositions and other meetings.
3. The National Management Association is one such organization that has been approved. Allowable costs will be handled in accordance with the above guidelines.

### **B. *Personnel Borrowed***

The cost associated with Corporate employees not working for the Contractor, such as internal auditors and other Corporate employees, borrowed for incidental work under this contract is reimbursable. Reimbursement for the time such employees work under this contract will be allowable in accordance with the home operating unit's disclosed costing practices. Time worked under this contract will include the time spent by employees en route to and returning from the site of work. Travel cost of such borrowed personnel will be allowed on the same basis as for employees working on the contract.

### **C. *Personnel Loaned***

The Contractor may loan individuals working under this contract to other operations of its corporation for less than 30 days without CO approval as long as this does not interfere with the performance of contract work and does not result in costs to the government. Prior CO approval will be obtained for all individuals that are loaned beyond 30 days.

### **D. *Employee Publications***

The Contractor is authorized to publish and/or provide to its employees one (1) Corporate publication and such local employee newspapers or other publications as may be mutually agreed upon between the Contractor and CO.

## **E. Protective Clothing**

### **1. Protective Clothing Expense**

- a. Employees who are required or allowed to wear special clothing, shoes and protective equipment for various reasons such as safety, housekeeping, protection from harmful chemicals or radioactive contamination, guard exercise clothing, etc., are furnished such items at no cost to the employees.

Laundering of such special clothing may be done at no cost to the employees.

- b. Safety glasses or goggles may be provided for all employees. Prescription safety glasses may be provided for those employees who require corrective lenses as approved by their supervisor.

### **2. Loss of, or Damage to, Employees' Clothing and Personal Effects**

Employees may be reimbursed for clothing and personal effects damaged or destroyed on plant or laboratory premises as a result of fire, explosion, radioactive contamination, or other similar incidents, under circumstances in which the employee is not negligent in failing to use protective clothing. Reimbursement is made only for cost not covered under other insurance.

## **F. Security Suspension Pay**

1. If the access authorization of an employee is suspended by direction of the Manager, Idaho Operations Office, the Contractor shall transfer the employee to perform work not requiring access if such work is available. If a determination is made by the Contractor that no work is available in an uncleared area to which the employee may be transferred, the Contractor shall prepare a written report for the review and concurrence of DOE, setting forth the reasons for the determination. Subject to the CO's concurrence with such determination, the Contractor shall place the employee on leave with pay at the employee's current base compensation until the employee is notified in writing of the Hearing Officer's recommendation. If the Hearing Officer recommends revocation of access authorization the employee shall be placed on leave without pay. If the Hearing Officer recommends continuation of access authorization, payment of the base wage shall be continued until final disposition of the case under Departmental procedures, 10 CFR Part 710.
2. In the event the employee whose access authorization has been suspended is transferred to another position where such access authorization is not required, compensation shall, thereafter, be the base wage or salary received by the employee on the position from which transferred, and such compensation shall continue until the employee is notified in writing of the Hearing Officer's determination. If the Hearing Officer recommends revocation of access authorization, compensation will be adjusted to the rate applicable to the job being performed. If the Hearing Officer recommends continuation of access authorization, the base wage previously received shall be continued until final disposition of the case under Departmental procedures, 10 CFR Part 710.
3. If at any stage of the access authorization procedure following a suspension, the employee's access authorization is reinstated and returns to work in the same or comparable position, the employee shall be reimbursed for net loss of base earnings during the period of suspension.

**G. Medical Examinations**

The Contractor may authorize or require any employee or prospective employee to submit to a medical examination when such examination is considered advisable. Costs of such examinations are reimbursable.

**H. Personnel Recruitment**

Reasonable and necessary expenses incurred in the recruitment of personnel, including but not necessarily limited to expenses for help wanted advertising; employment offices; travel of employees on recruiting assignments; preparation of booklets and other recruiting material; and, with the prior approval of the CO, the use of employment agencies or executive search organizations at rates not in excess of standard commercial rates, shall be allowable. The Contractor will include expenditures for attracting qualified women and minority candidates in its recruiting budget. Additionally, costs will be allowed for travel and per diem for the spouse of a prospective employee on an interview trip, with the prior approval of the director of Human Resources.

**I. Employee Association**

The Employee Association is a nonprofit organization of Contractor employees which promotes and sponsors social, education, recreational, and other matters of common interest for members in order to create an atmosphere conducive to good fellowship and high morale. It also sponsors and participates in fund-raising activities for a charitable purpose. These costs will be allowable only with prior approval of the CO.

**J. Key Employees**

1. It has been determined that certain "Key Personnel" are necessary for the successful performance of this contract. In accordance with the clause in Section I of this contract entitled "Key Personnel," the Contractor agrees to assign, at the time requested by the DOE, such employees into these or other positions to perform the work of this contract and shall not assign nor remove any such employees without the prior consent of the DOE-ID Procurement Director. The Contractor agrees not to bid any key personnel on any DOE contract during the duration of this contract without prior DOE-ID Procurement Director approval.
2. The top level organization chart and a list of key management positions have been submitted by the Contractor and approved by DOE; any changes, additions, or deletions to designated key management positions will be approved in advance by the DOE-ID Procurement Director in accordance with the clause in Section I of the contract entitled "Key Personnel."
3. The manager of Internal Audit shall remain a corporate employee to enhance independence. Allowable costs for this corporate employee shall be reimbursed under the contract.

**K. Community Relations**

1. The Contractor may make individual employees available to work with or for governmental, quasi-governmental, and other organizations in the Idaho Falls area toward achieving civic goals (e.g. Bond drives, charitable drives (e.g., United Way), participation in energy-use reduction studies, city councils, and school boards). Participation in activities of service organizations will not be included under this heading.
2. The Contractor may also conduct appropriate community relations activities for the purpose of assisting in the recruitment and retention of qualified personnel. Examples of programs which come under this provision are exhibits at science and technical shows, universities, career fairs, and related activities; slide presentations to special interest groups showing opportunities in energy fields and at the site in particular; on-site tours for local organizations; and presentations to enhance interest in technical careers. The Contractor is authorized to conduct, participate in, and support events to educate the INEEL and community on issues dealing with a culturally diverse population; to promote a quality work life environment by providing information to educate and encourage women and minorities in the workplace; and to remove discriminatory stereotypes. These events, such as Women's Career Day and Cultural Awareness Week, include award items for speakers and chairpersons as well as an honorarium and expenses for the keynote speakers.
3. The salaries, wages and fringe benefits of employees while engaged in such approved activities will be allowable costs. Any commitment of labor will have the prior approval of the Contractor's General Manager or designee.

**L. Workforce Restructuring**

1. The Contractor will comply with the requirements of the Idaho Operations Office Work Force Restructuring Plan, which implements Section 3161 of the National Defense Authorization Act of Fiscal Year 1993. Costs associated with the implementation shall be allowable in accordance with the approved plan.
2. Where a change in the nature or structure of the Contractor's work force may effect 50 or more employees within a 12 month period, the Contractor shall provide such information as directed by the Contracting Officer or his designee to enable compliance with section 3161 of the National Defense Authorization Act for Fiscal Year 1993 and pertinent DOE guidelines and directions.

**SCHEDULE A-1**  
**LISTING OF KEY PERSONNEL**

<b>KEY POSITION</b>	<b>NAME</b>
Executive Vice President, Deputy General Manager and Chief Operating Officer	DIVJAK, Paul H.
Vice President, Technical Services	ETHRIDGE, Jerry L.
Deputy General Manager and Site Operations Director Nuclear Programs and Site Operations	GAY, William W. III
Associate Laboratory Director, Strategic Management and Chief Scientist	JACOBSEN, Richard T.
Vice President and Deputy Laboratory Director	KEARNS, Paul K.
Site Area Director, Specific Manufacturing Capability	KUDSIN, David L.
Site Area Director, Test Reactor Area	MIDGETT, J. Chris
General Manager, Environment, Safety, Health and Quality Assurance	NUGENT, Richard C.
Managing Counsel	OLSEN, Mark D.
Director, Communications	PHELPS, Penny M.
President, General Manager and Laboratory Director	SHIPP, Billy D.
Manager of Projects, Environmental Restoration	GRAHAM, Michael J.
Director, Human Resources	SIKORSKI, Bernadine C.
Vice President, Environmental Management	STIGER, Susan G.
Manager of Projects, Waste Management	SYGITOWICZ, Leonard S.
Vice President, Nuclear Programs and Site Operations	CLARK, Arthur
Vice President and Chief Financial Officer	WILLIAMS, Robert E.

## **EM Performance Based Incentives (PBIs)**

### **DESIRED ENDPOINT/OUTCOME 1: DISPOSITION AT RISK WASTE**

*Total available fee for this outcome is \$29,300k.*

#### **Performance Objective 1: Sodium Bearing Waste Facility Design.**

*Total available fee for this objective is \$1700k.*

Performance Objective 1a: Complete SBW CD-1 package with approval by DOE-ID federal project manager for submittal to DOE-HQ.

*Fee: \$1700k will be earned upon DOE-ID approval of the CD-1 package for submittal to DOE-HQ.*

#### **Performance Objective 2: Close tank farm.**

*Total available fee for this objective is \$6800k.*

Performance Objective 2a: Complete final cleaning of 4 pillar and panel vaulted tanks (WM-182, WM-183, WM-185, and WM-186) and tank system components.

*Fee: Progress Fee of \$400K will be earned for each tank cleaned. Total Fee is \$1600k.*

Performance Objective 2b: Complete grouting of 4 pillar and panel vaulted tanks (WM-182, WM-183, WM-185, and WM-186) and tank system components.

*Fee: Progress Fee for tanks 1 through 4 will be earned for each tank grouted as follows: \$750K, \$1000K, \$1250K, and \$1500K, respectively. Total Fee is \$4500K.*

Performance Objective 2c: Complete the tank farm interim action outside the tank farm fence, efficiently reduce infiltration to tank farm hot spots, and OU 3-14 RI/FS work plan revision.

*Fee: \$700k will be earned upon completion of the tank farm interim action outside the tank farm fence, efficiently reduce infiltration to tank farm hot spots, and completion of the OU 3-14 RI/FS work plan revision.*

#### **Performance Objective 3: Removal of liquid in pools.**

*Total available fee for this objective is \$2000k.*

Performance Objective 3a: Remove water, sludge, and debris from the MTR canal and disposition waste streams.

*Fee: \$1500k will be earned upon emptying the MTR canal and waste disposition.*

Performance Objective 3b: Deactivate and isolate CPP-603 overflow basin.

*Fee: \$500k will be earned upon completion of deactivation and isolation.*

#### **Performance Objective 4: Complete the Pit 9 GEM Project.**

*Total available fee for this objective is \$7500k.*

Performance Objective 4a: Complete the demonstration excavation of Pit 9 waste, characterize the waste for safe storage, sample and analyze the excavated waste in accordance with the Sampling and Analysis Plan, and place the waste in safe storage.

**EM Performance Based Incentives (PBIs)**

*Fee: \$5000k will be earned upon completion of the excavation and waste storage.*

Performance Objective 4b: Decontaminate, dismantle, and remove the GEM facilities from the Pit 9 site.

*Fee: \$800k will be earned upon the removal of the GEM facilities from Pit 9.*

Performance Objective 4c: Complete the required activities and documentation necessary to support DOE approval of Pit 9 Stage III CD-0.

*Fee: \$1700k will be earned upon DOE-ID approval of CD-0.*

**Performance Objective 5: Close CERCLA sites.**

*Total available fee for this objective is \$4000k.*

Performance Objective 5a: Complete physical remediation of WAG 4.

*Fee: \$1000k will be earned upon completion of WAG 4 remediation.*

Performance Objective 5b: Complete physical remediation of WAG 5.

*Fee: \$1250k will be earned upon completion of WAG 5 remediation.*

Performance Objective 5c: Complete WAG 2 five-year remedy review and transfer to legacy management function.

*Fee: \$250k will be earned upon transfer of WAG 2 to legacy management..*

Performance Objective 5d: Complete remediation of TSF-03 burn pit. Complete remediation of TSF-06 and -26 surface soils. Complete remediation of WRRTF-01 Burn Pit. Complete removal of PM-2A tank contents.

*Fee: \$1500k will be earned upon remediation of all units, with 1/5 of the available Fee earned as provisional Fee for completion of each sub-element.*

**Performance Objective 6: Disposition Calcine.**

*Total available fee for this objective is \$800k.*

Performance Objective 6a: Submit a RCRA Part B permit application to DOE for certification for calcine storage in CSSF.

*Fee: \$800k will be earned upon submittal of the RCRA Part B application to DOE.*

**Performance Objective 7: Disposition Backlog Mixed Low-Level Waste.**

*Total available fee for this objective is \$4500k. (The total FY 02 thru 04 estimated backlog is 2,250m<sup>3</sup>).*

Performance Objective 7a: Dispose of 807m<sup>3</sup> of the 2,250m<sup>3</sup> MLLW backlog mixed low-level waste by September 30, 2003.

*Fee: A FY03 provisional Fee of \$1500k will be earned upon disposal of 807m<sup>3</sup> MLLW. This becomes a progress payment upon disposal of at least 80% of FY03/04 MLLW backlog. (Estimated to be 1,518m<sup>3</sup> during FY03/04).*

**EM Performance Based Incentives (PBIs)**

Performance Objective 7b: Dispose of all remaining backlog of mixed low-level waste identified as commercial treatment and debris treatment in the Site Treatment Plan. (\$3000k will be earned upon elimination of the remaining backlog)

*Fee: A FY04 progress payment of \$1000k is earned for disposing of at least 80% of FY03/04 MLLW backlog. (Estimated to be 1,518m<sup>3</sup> during FY03/04).*

*A FY04 progress payment of \$1000k will be available and prorated for the final percentage of FY 03/04 MLLW disposed from 1,518m<sup>3</sup> to completion (estimated to be 1,898m<sup>3</sup>).*

*A final payment of \$1000k will be earned upon completing disposal of all MLLW backlog by September 30, 2004.*

**Performance Objective 8: Complete the first remote-handled TRU shipment to WIPP.**  
*Total available fee for this objective is \$2000k.*

Performance Objective 8a: Prepare one shipment of RH-TRU for transportation to WIPP.

*Fee: \$2000k will be earned when the first shipment is prepared for shipment to WIPP. Initial payload meets all applicable WIPP waste acceptance criteria with the waste certified in the WIPP Waste Information System.*

**DESIRED ENDPOINT/OUTCOME II: DISPOSITION SPECIAL NUCLEAR MATERIALS**

*Total available fee for this outcome is \$2000k.*

**Performance Objective 1: Close INTEC 651.**  
*Total available fee for this objective is \$2000k.*

Performance Objective 1a: Remove all denitrator product from INTEC-651 and transfer to other locations in accordance with approved shipper/receiver agreements.

*Fee: \$1000k will be earned when the material is repackaged and ready to load for shipment. \$1000k will be earned when the material is shipped off-site.*

**DESIRED ENDPOINT/OUTCOME III: DISPOSITION SPENT NUCLEAR FUEL**

*Total available fee for this outcome is \$11400k.*

**Performance Objective 1: Close PBF**  
*Total available fee for this objective is \$3400k.*

Performance Objective 1a: Place all PBF spent nuclear fuel in dry storage.

*Fee: \$1000k will be earned when the PBF spent nuclear fuel is in dry storage by December 31, 2003. An additional \$200K or a total of \$1200k will be earned if the fuel is in dry storage by September 30, 2003.*

Performance Objective 1b: Remove water, sludge, and debris from PBF fuel storage pool and disposition waste streams.

*Fee: \$1700k will be earned upon emptying the PBF pool and waste disposition.*

Performance Objective 1c: PBF VCO equipment characterized and removed/closed in accordance with RCRA if found to be hazardous.



**EM Performance Based Incentives (PBIs)**

*Fee: \$500k will be earned upon closure of the RCRA-hazardous VCO equipment at PBF.*

**Performance Objective 2: Close TAN**

*Total available fee for this objective is \$8000k.*

Performance Objective 2a: Transfer TAN-601 Dial Room to NE and remove the life safety, telecommunications and alarm systems from the LOFT complex and directly connect to SMC.

*Fee: \$300k will be earned upon transfer of the systems.*

Performance Objective 2b: Transfer all six TAN SNF fuel casks to INTEC.

*Fee: \$1000k will be earned upon completion of TAN cask transfer.*

Performance Objective 2c: Remove water, sludge, and debris from TAN-607 fuel storage pool and disposition waste streams.

*Fee: \$1700k will be earned upon emptying the TAN pool and waste disposition.*

Performance Objective 2d: TAN 602, 606, 609, 636, 647, 653, 654, 662, and 667 are demolished, including utility isolation or rerouting, asbestos abatement, facility demolition, waste removal, and final grading to match the existing terrain.

*Fee: A total of \$1500k will be earned upon completing demolition of the TAN facilities. Progress Fee will be earned for each facility based on its percentage contribution to the total square footage demolished under this objective.*

Performance Objective 2e: Demolish TAN-616.

*Fee: \$1500k will be earned upon completing the demolition of TAN-616.*

*Performance Objective 2f: \$2000k will be earned upon completion of all objectives above (2a through 2e).*

**DESIRED ENDPOINT/OUTCOME IV: REDUCE EM FOOTPRINT**

*Total available fee for this outcome is \$4094k*

**Performance Objective 1: Closure of INTEC-601.**

*Total available fee for this objective is \$2400k.*

Performance Objective 1a: Complete activities to enable CPP-601 hazard categorization to be reduced from Category 2 to less than Category 3.

*Fee: \$800k will be earned upon reduction of the hazard category.*

Performance Objective 1b: Complete activities to enable CPP-627 hazard categorization to be reduced from Category 2 to a less than Category 3 facility.

*Fee: \$800k will be earned upon reduction of the hazard category.*

**EM Performance Based Incentives (PBIs)**

Performance Objective 1c: Complete activities to enable CPP-640 hazardous categorization to be reduced from Category 2 to Category 3.

*Fee: \$800k will be earned upon reduction of the hazard category.*

**Performance Objective 2: Close WERF/WROC and PBF facilities.**

*Total available fee for this objective is \$1694k.*

Performance Objective 2a: Close WERF by completing demolition of the major facilities.

*Fee: \$1500k will be earned upon closing WERF.*

Performance Objective 2b: Demolish PBF-720 cooling tower, PBF 616, and PBF 617.

*Fee: \$194k will be earned upon completion of cooling tower demolition.*

**DESIRED ENDPOINT: I - Disposition at Risk Waste**

**Desired Outcome: I.1 - Sodium Bearing Waste Facility Design**

**Performance Objective: I.1.a – Complete SBW CD-1 package with approval by DOE-ID federal project manager for submittal to DOE-HQ**

BBWI Technical Monitor: J. H. Valentine

DOE-ID Technical Monitor: P. J. Dirkmaat

1. Statement of Work

The CD-1 document submittal for the Sodium Bearing Waste (SBW) Treatment Project will be made to DOE-ID in accordance with DOE O 413.3, including agreed upon deliverables between BBWI and DOE-ID. The submittal will include a risk assessment; an alternatives analysis of a technically, regulatory, and politically based recommendation, for the treatment of SBW; and a description of the path forward after CD-1. These items must be submitted within 12 months of the approval of CD-0 by DOE-HQ for this project. The path forward will relate to the scope defined for BBWI through the Acquisition Strategy.

2. Government Furnished Services, Information, Materials required to perform the work scope

Description	Required Delivery Date to BBWI	Condition of Deliverable
Receipt of approval from DOE-ID for Architectural Engineers (AEs) to develop conceptual design(s) of the appropriate treatment alternatives	March 1, 2003	An approval letter from DOE-ID authorizing BBWI to initiate the AE's effort on conceptual design(s).
Receipt of DOE AE technical conceptual design report(s) for CsIX and Direct Evaporation.	Nine months following approval of CD-0	Letter from DOE-ID transmitting the DOE AE technical conceptual design report(s) for CsIX and Direct Evaporation.
Development of Document Requirements Matrix for CD-1 submittal package.	60 days following approval of CD-0	Concurrence letter between BBWI and DOE-ID of documents to be submitted for CD-1.

3. Performance baseline requirements - assumptions for conditions outside BBWI control, definition of critical terms or requirements for performance.

BBWI is not responsible for conceptual design of all treatment options. Completion date for the total CD-1 package will require input from all of the treatment options and may focus on an option not developed by BBWI. Delay of CD-0 after March 1, 2003 will delay the project, jeopardizing the project schedule end date.

4. Description of requirements for completion and acceptance – End state at September 30, 2004.

Complete SBW CD-1 package with approval by DOE-ID federal project manager for submittal to DOE-HQ.

**DESIRED ENDPOINT: I - Disposition at Risk Waste**

**Desired Outcome: I.2 - Close Tank Farm**

**Performance Objective: I.2.a** – Complete final cleaning of 4 pillar and panel vaulted tanks (WM-182, WM-183, WM-185, and WM-186) and tank system components

BBWI Technical Monitor: J. H. Valentine

DOE-ID Technical Monitor: P. J. Dirkmaat

1. Statement of Work:

1.a. Complete final cleaning of four pillar and panel vaulted tanks (WM-182, WM-183, WM-185, and WM-186) and tank system components as defined per the approved tank closure plan(s) by September 30, 2004.

1.b. Optional Scope

Note: If notification is received from DOE-ID by May 15, 2003 to proceed with cleaning activities versus grouting, items 1.b.1 and 1.b.2 may be completed. Inability to proceed with grouting will result if any one of the Performance Objective I.2.b.2 GFSI items are not received.

1.b.1 Complete final cleaning of two additional 300,000-gallon tanks and tank system components per the approved tank closure plan(s), for a total of six, 300,000-gallon tanks cleaned by September 30, 2004. The remaining pillar and panel vaulted tank (WM-184) will be cleaned first, followed by any of the remaining 300,000-gallon tanks (WM-180, WM-181, WM-187, WM-188, WM-189 or WM-190).

1.b.2 Complete cleaning of four, 30,000-gallon tanks (WM-103, WM-104, WM-105, and WM-106) and tank system components by September 30, 2004.

2. Government Furnished Services, Information, Materials required to perform the work scope

Description	Required Delivery Date to BBWI	Condition of Deliverable
Approval of SAR-107A.	30 days after BBWI submittal (May 1, 2003)	Letter from DOE-ID to BBWI giving approval of SAR-107A and providing date of effectiveness.
Notification that grouting of tanks cannot proceed.	May, 15, 2003	Letter from DOE-ID notifying BBWI not to proceed with tank grouting and to proceed with cleaning.
State of Idaho DEQ approval of RCRA Closure Plan for tanks WM-184, WM-185, and WM-186. (This is needed to validate final cleaning criteria.)	Six months following submittal to the state.	Letter from DOE-ID approving RCRA Closure Plan.

3. Performance baseline requirements - assumptions for conditions outside BBWI control, definition of critical terms or requirements for performance.

If Performance Objective I.2.b, "Close each tank," is not possible due to the failure of DOE to deliver GFSI, funding and fee will be transferred from that effort to the optional scope as defined in Section 4 of this document.

Tank Farm flushes in support of tank closure activities are considered part of the existing SBW Tank Farm inventory prior to the end of FY-05 and will be concentrated and returned to the Tank Farm.

Continued cleaning and flushing of tanks and lines can be performed independent of approval of closure plans.

Flushing of tanks will not alter their "cease use" status.

State of Idaho DEQ approves the respective RCRA Closure Plans by September 30, 2003, six months following BBWI submittal, to provide performance criteria against which cleaning performance can be measured, and is in line with performance criteria in the WM-182 and WM-183 approved RCRA closure plan.

Interim Action to apply a surface sealing to the Tank Farm soils will not occur before October 1, 2004.

4. Description of requirements for completion and acceptance – End state at September 30, 2004.
  - 1.a Complete final cleaning of four pillar and panel vaulted tanks (WM-182, WM-183, WM-185 and WM-186) and tank system components in accordance with the respective Sampling Analysis Plan and RCRA Tank Closure Plan for a total of four, 300,000-gallon tanks cleaned by September 30, 2004. Acceptance will be determined by the performance criteria established in the respective Sampling Analysis Plan and RCRA Tank Closure Plan.
  - 1.b Optional Scope
    - 1.b.1 Complete cleaning of two additional 300,000-gallon tanks and tank system components in accordance with the respective Sampling Analysis Plan and RCRA Tank Closure Plan, for a total of six, 300,000-gallon tanks cleaned by September 30, 2004. The remaining pillar and panel vaulted tank (WM-184) will be cleaned first, followed by any of the remaining 300,000-gallon tanks (WM-180, WM-181, WM-187, WM-188, WM-189 or WM-190). Acceptance will be determined by the performance criteria established in the respective Sampling Analysis Plan and RCRA Tank Closure Plan. This work scope is optional and will not be performed, unless the work under Performance Objective I.2.b., "Close each tank," cannot be performed due to the failure of DOE to deliver GFSI.
    - 1.b.2 Complete cleaning of four, 30,000-gallon tanks (WM-103, WM-104, WM-105, and WM-106) and tank system components in accordance with the respective Sampling Analysis Plan and RCRA Tank Closure Plan by September 30, 2004. Acceptance will be determined by the performance criteria established in the respective Sampling Analysis Plan and RCRA Tank Closure Plan. This work scope is optional and will not be performed, unless the work under Performance Objective I.2.b., "Close each tank," cannot be performed due to the failure of DOE to deliver GFSI.

**DESIRED ENDPOINT: I - Disposition at Risk Waste****Desired Outcome: I.2 - Close Tank Farm**

**Performance Objective: I.2.b** – Complete the grouting of 4 pillar and panel vaulted tanks (WM-182, WM-183, WM-185 and WM-186) and tank system components

BBWI Technical Monitor: Jim Valentine    DOE-ID Technical Monitor: Pete Dirkmaat

**1. Statement of Work**

RCRA close four pillar and panel vaulted tanks (WM-182, WM-183, WM-185 and WM-186) and tank system components per the approved RCRA closure plan(s), by grouting, by September 30, 2004.

**2. Government Furnished Services, Information, Materials required to perform the work scope**

Description	Required Delivery Date to BBWI	Condition of Deliverable
DOE-HQ approval of Tier I Closure Plan.	May 1, 2003	DOE-HQ to issue an Authorization to Proceed letter covering all of the tanks.
Approve Tank Farm residual WIR.	May 1, 2003	DOE-HQ and/or DOE-ID to issue a letter interpreting the court's ruling on the WIR and providing guidance on how to proceed, based on the results.
Issue HLW EIS ROD to allow closure of the tanks.	May 1, 2003	DOE-ID to issue letter interpreting the HLW EIS ROD and providing guidance on how to proceed, based on the results.
DOE-ID approval of Tier II Closure Plan.	May 1, 2003	DOE-ID to issue a letter approving Tier II plans
DOE-ID authorization to proceed with grouting or defer to cleaning activities.	May 15, 2003	Letter from DOE-ID authorizing grouting activities or transferring funding and fee to Performance Objectives I.1.b.1 and I.1.b.2.
State of Idaho DEQ approves the RCRA Tank Closure Plan for tanks WM-184, WM-185, and WM-186. (This is needed to validate final cleaning criteria.)	Six months following submittal to the State	DOE-ID approval letter.

**3. Performance baseline requirements - assumptions for conditions outside BBWI control, definition of critical terms or requirements for performance.**

WIR determination and HLW EIS ROD allow grouting of Tank Farm tanks to proceed; otherwise, cleaning of additional tanks (WM-184, followed by any of the remaining 300,000-gallon tanks, WM-180, WM-181, WM-187, WM-188, WM-189 or WM-190) will be completed with available fee awarded on a per tank cleaned basis as described in Performance Objective I.2.b.1 and I.2.b.2. "Clean Each Tank".

If notification is received from DOE-ID by May 15, 2003 to proceed with cleaning activities versus grouting, Performance Objectives I.2.b.1 and I.2.b.2 will be completed. Inability to proceed with grouting will result if any one of above GFSI items is not received. Funding will be transferred to Performance Objectives I.1.b.1 and I.1.b.2.

Full RCRA closure is not completed until the entire Tank Farm is closed.

Interim Action to apply a surface sealing to the Tank Farm soils does not occur before October 1, 2004.

4. Description of requirements for completion and acceptance – End state at September 30, 2004.

Complete RCRA Closure of four pillar and panel vaulted tanks (WM-182, WM-183, WM-185 and WM-186) and tank system components by grouting, in accordance with the respective RCRA Tank Closure Plan. Acceptance will be determined for each tank grouted by submission of P.E. Certification of Grouting to DOE-ID by September 30, 2004, verifying that both RCRA and DOE Order 435.1 Tank Closure activities have been completed.

If grouting is not pursued because of DOE's failure to provide the above GFSI, then the fee and funding for this Performance Objective will be transferred to Performance Objectives I.2.b.1 and I 2.b.2.

**DESIRED ENDPOINT: I – Disposition at Risk Waste**

**Desired Outcome: I.2. – Close tank farm**

**Performance Objective: I.2.c - Complete the tank farm interim action outside the tank farm fence and OU 3-14 RI/FS work plan revision**

BBWI Technical Monitor: James H. Valentine

DOE-ID Technical Monitor: W. H. Leake

**1. Statement of Work**

Complete the OU 3-14 (Tank Farm soils and groundwater) RI/FS Work Plan revision, including the analysis to support the path forward of a streamlined approach to remedy selection.

Complete the Tank Farm Interim Action work scope outside the Tank Farm fence (i.e., evaporation pond and storm water collection system) as defined in the Draft Tank Farm Interim Remedial Action Report (DOE/ID-11007 revision 0, Draft July 2002), and efficiently reduce infiltration of moisture to tank farm hot spots.

**2. Government Furnished Services, Information, Materials required to perform the work scope**

Description	Required Delivery Date to BBWI	Condition of Deliverable

**3. Performance baseline requirements - assumptions for conditions outside BBWI control, definition of critical terms or requirements for performance.**

The DOE and Regulators agree to pursue a streamlined approach to remedy selection for OU 3-14.

Notice of Violation negotiations do not change the work scope identified in section 1 above.

The DOE and Regulators agree to revise the existing OU 3-14 Tank Farm RI/FS Work Plan.

**4. Description of requirements for completion and acceptance – End state at 9/30/04.**

The following actions will be completed:

- Construction of the pond liner and mechanical & electrical systems for the evaporation pond,
- Installation and lining of the collection ditches outside the Tank Farm fence, and
- Installation of the head and end walls.
- Installation of cover material over "hot spots" on the west side of the Tank Farm to achieve the intent of the 80% reduction required by the OU 3-13 ROD.



**DESIRED ENDPOINT:** I - Disposition at Risk Waste

**Desired Outcome:** I.3 - Removal of Liquid in Pools

**Performance Objective:** I.3.a – Remove water, sludge, and debris from the MTR Canal and disposition waste streams

BBWI Technical Monitor: A. Clark    DOE-ID Technical Monitor: W. H. Leake

1. Statement of Work

The Materials Test Reactor (MTR) canal located in the MTR building will be deactivated by removing radiologically contaminated fuel storage racks, fuel repackaging equipment, empty fuel canisters, test trains, handling equipment and tools, canal sediment and water, and the canal cleanup system. Radiological contamination of the canal floor and walls will be removed or controlled to prevent spreading in accordance with PRD-183, "INEEL Radiological Control Manual."

2. Government Furnished Services, Information, Materials required to perform the work scope

Description	Required Delivery Date to BBWI	Condition of Deliverable
N/A		

3. Performance baseline requirements - assumptions for conditions outside BBWI control, definition of critical terms or requirements for performance.

N/A

4. Description of requirements for completion and acceptance – End state at September 30, 2004.

Water, sludge, and debris will be removed from the MTR canal and waste streams dispositioned. Radiological contamination will be fixed or removed from the canal walls and floor. New facility categorization will be established and safety basis documentation will be appropriately revised to reflect the resultant facility configuration, and submitted to DOE-ID.

**DESIRED ENDPOINT:** I - Disposition at Risk Waste

**Desired Outcome:** I.3 - Removal of Liquid in Pools

**Performance Objective:** I.3.b – Deactivate and isolate CPP-603 overflow basin

BBWI Technical Monitor: A. Clark

DOE-ID Technical Monitor: W. H. Leake

1. Statement of Work

Deactivate and isolate CPP-603 overflow basin.

2. Government Furnished Services, Information, Materials required to perform the work scope

Description	Required Delivery Date to BBWI	Condition of Deliverable
N/A		

3. Performance baseline requirements - assumptions for conditions outside BBWI control, definition of critical terms or requirements for performance.

N/A

4. Description of requirements for completion and acceptance – End state at 9/30/04.

The CPP-603 basin overflow will be isolated and piping capped. Water, sludge and debris will be removed from basin overflow and waste streams dispositioned. Radiological contamination will be fixed or removed in accordance with PRD-183, "INEEL Radiological Control Manual." Safety basis documentation will be appropriately revised and submitted to DOE-ID.

The CPP-603 basin radiological contamination will be characterized. The removal of water and sludge will have begun. The safety basis documentation will be revised and submitted to DOE-ID.

**DESIRED ENDPOINT: I - Disposition at Risk Waste****Desired Outcome: I.4 - Complete the Pit 9 GEM Project****Performance Objective: I.4.a - Complete the demonstration excavation of Pit 9 waste, characterize the waste for safe storage, sample and analyze the excavated waste in accordance with the Sampling and Analysis Plan, and place the waste in safe storage**

BBWI Technical Monitor: J. M. Schaffer

DOE-ID Technical Monitor: E. J. Ziemanski

**1. Statement of Work**

Complete the demonstration excavation of Pit 9 waste, characterize the waste for safe storage, sample and analyze the Pit 9 excavated waste in accordance with WIPP's comments on the Sampling and Analysis Plan, and place the waste in safe storage.

**2. Government Furnished Services, Information, Materials required to perform the work scope**

Description	Required Delivery Date to BBWI	Condition of Deliverable
CD 4 approval	August 29, 2003	DOE approval letter
DOE completes the Line Management Assessment (LMA) and Operational Readiness Review (ORR)	Within 35 days after BBWI declares readiness.	DOE approval letter
WIPP's comments on the GEM Project Sampling and Analysis plan that completely define their solid sampling and analysis.	February 3, 2003	DOE approval letter
WIPP approval of BBWI's Sampling and Analysis Plan (which incorporates WIPP's comments) including approval of BBWI sample collection and handling procedures	Prior to transfer of waste to AMWTP	DOE approval letter
AMWTP's acceptance of the GEM waste.	Prior to transfer of waste to AMWTP	DOE approval letter
Building WMF 628 permit mod for the project waste	May 30, 2003	DOE approval letter

**3. Performance baseline requirements - assumptions for conditions outside BBWI control, definition of critical terms or requirements for performance.**

No unexpected material is encountered based on existing inventory records.

No delays are encountered due to WIPP comments on the Sampling and Analysis Plan.

All WIPP required analyses can be performed by the INTEC Lab.

**4. Description of requirements for completion and acceptance – End state at 9/30/04.**

- The excavation is complete.
- The excavated cavity is backfilled.
- The excavated material is characterized for safe storage.
- The excavated material is sampled and analyzed in accordance with WIPP's comments on the Sampling and Analysis Plan.
- The excavated material is placed in safe storage (e.g., Bldg. WMF 628 and/or portable storage units).

The GEM Sampling and Analysis Plan requirements are consistent with the objectives documented in the PEP, Rev. 2.

**DESIRED ENDPOINT: I - Disposition at Risk Waste**

**Desired Outcome: I.4 - Complete the Pit 9 GEM Project**

**Performance Objective: I.4.b - Decontaminate, dismantle, and remove the GEM facilities from the Pit 9 site**

BBWI Technical Monitor: J. M. Schaffer    DOE-ID Technical Monitor: E. J. Ziemanski

1. Statement of Work

The GEM facility dispositioned including the necessary planning for safe and compliant decontamination, dismantlement and removal of the facility at the Pit-9 site.

2. Government Furnished Services, Information, Materials required to perform the work scope

Description	Required Delivery Date to BBWI	Condition of Deliverable
CD 4 approval	Seven calendar days after BBWI submittal	DOE approval letter
GEM Facility Decontamination and Dismantling plan approval	14 calendar days after BBWI submittal	DOE approval letter
DOE completes the Line Management Assessment (LMA) and Operational Readiness Review (ORR)	Within 35 days after BBWI declares readiness.	DOE approval letter

3. Performance baseline requirements - assumptions for conditions outside BBWI control, definition of critical terms or requirements for performance.

Decontamination levels will be conducted to a level such that the material can be disposed of in a DOE or commercial disposal facility.

No delays in completion of execution activities (e.g., unanticipated outliers encountered, classified objects) [Ref. PEP Assumptions Appendix].

4. Description of requirements for completion and acceptance – End state at 9/30/04.

The waste excavation is complete.

Backfilling is complete.

All required sampling is complete per the Decontamination and Dismantling Plan.

All required decontamination is complete per the Decontamination and Dismantling Plan.

GEM facilities are dismantled and removed from the Pit 9 site per the Decontamination and Dismantling Plan.

**DESIRED ENDPOINT:** I - Disposition at Risk Waste

**Desired Outcome:** I.4 – Complete the Pit 9 GEM Project

**Performance Objective:** I.4.c – Complete the required activities and documentation necessary to support DOE approval of Pit 9 Stage III CD-0

BBWI Technical Monitor: J. M. Schaffer DOE-ID Technical Monitor: B. P. Conlon

1. Statement of Work

Complete the activities and documentation necessary to support DOE approval of the Pit 9 Stage III project CD-0.

Submit a draft Preliminary Hazards Assessment (PHA).

2. Government Furnished Services, Information, Materials required to perform the work scope

Description	Required Delivery Date to BBWI	Condition of Deliverable
DOE-ID approval of the CD-0 submittal	30 days after BBWI submittal	DOE approval letter

3. Performance baseline requirements - assumptions for conditions outside BBWI control, definition of critical terms or requirements for performance.

N/A

4. Description of requirements for completion and acceptance – End state at September 30, 2004.

Deliver a CD-0 package that meets DOE Order 413.3 requirements as represented by similar CD-0 documents DOE-ID has approved.

Deliver a draft Preliminary Hazards Assessment (PHA).

**DESIRED ENDPOINT: I - Disposition at Risk Waste**

**Desired Outcome: I.5 - Close CERCLA sites**

**Performance Objective: I.5.a - Complete physical remediation of WAG 4**

BBWI Technical Monitor: M. J. Graham

DOE-ID Technical Monitor: W. H. Leake

1. Statement of Work

Complete remediation of WAG 4.

2. Government Furnished Services, Information, Materials required to perform the work scope

Description	Required Delivery Date to BBWI	Condition of Deliverable
Increase final remediation goal (0.5 mg/kg to 8.3 mg/kg) and eliminate backfill of the pond without dispute (in accordance with ESD)	30 days after submittal of ESD	DOE approval letter

3. Performance baseline requirements - assumptions for conditions outside BBWI control, definition of critical terms or requirements for performance.

- A suitable off-site mercury retort TSD facility accepts WAG 4 calcine waste.
- Agency pre-final inspection approval and CD-4a approval to operate ICDF received prior to July 15, 2003.

4. Description of requirements for completion and acceptance – End state at 9/30/04.

Remedial action consistent with regulatory agreements is complete. WAG 4 is ready for transition to a long-term stewardship function. Sites identified post-ROD, but within facility area definition are scheduled for attention after the OU 10-08 ROD is signed in FY-07.

Physical remediation of WAG 4 is completed as defined in the RD/RA Work Plan. Completion is defined as issuance of the pre-final checklist and performance of the pre-final inspection. Initial reseedling will be completed in FY-05 as a seasonal activity.

**DESIRED ENDPOINT: I - Disposition at Risk Waste**

**Desired Outcome: I.5 - Close CERCLA sites**

**Performance Objective: I.5.b - Complete physical remediation of WAG 5**

BBWI Technical Monitor: M. J. Graham

DOE-ID Technical Monitor: W. H. Leake

1. Statement of Work

Complete remediation of WAG 5.

2. Government Furnished Services, Information, Materials required to perform the work scope

Description	Required Delivery Date to BBWI	Condition of Deliverable

3. Performance baseline requirements - assumptions for conditions outside BBWI control, definition of critical terms or requirements for performance.

- Agency pre-final inspection approval and CD-4a approval to operate ICDF received prior to July 15, 2003.
- Treatment/disposal capacity is available through DOE offsite or commercial facilities for ARA-16 tank waste. BBWI will prepare a justification package to be submitted to DOE-ID for acceptance if the waste is determined to be untreatable. Untreatable justification may include (but not be limited to) lack of existing treatment or transportation capacity or cost prohibitive treatment.

4. Description of requirements for completion and acceptance – End state at September 30, 2004.

Complete physical remediation of WAG 5.

Remedial action consistent with regulatory agreements is complete. WAG 5 is ready for transition to a long-term stewardship function. Sites identified post-ROD, but within facility area definition are scheduled for attention after the OU 10-08 ROD is signed in FY-07.

Physical remediation of WAG 5 is completed as defined in the RD/RA Work Plan. Completion is defined as issuance of the pre-final checklist and performance of the pre-final inspection. Initial reseedling will be completed in FY-05 as a seasonal activity.



**DESIRED ENDPOINT: I - Disposition at Risk Waste**

**Desired Outcome: I.5 - Close CERCLA sites**

**Performance Objective: I.5.c - Complete WAG 2 transfer to legacy management.**

BBWI Technical Monitor: M. J. Graham

DOE-ID Technical Monitor: W. H. Leake

1. Statement of Work

Complete transfer of WAG 2 to a DOE-ID legacy management function.

2. Government Furnished Services, Information, Materials required to perform the work scope

Description	Required Delivery Date to BBWI	Condition of Deliverable
Definition of transfer requirements	September 30, 2003	DOE-ID letter defining transfer requirements to BBWI

3. Performance baseline requirements - assumptions for conditions outside BBWI control, definition of critical terms or requirements for performance.

N/A

4. Description of requirements for completion and acceptance – End state at September 30, 2004.

Complete WAG 2 transfer to legacy management.

Remedial action consistent with regulatory agreements is complete. WAG 2 is ready for transition to a DOE-ID legacy management function. Sites identified post-ROD, but within facility area definition are scheduled for attention after the OU 10-08 ROD is signed in FY-07.

WAG 2 completion will be validated in FY 03 by project closeout activities completed by April 1, 2003.

**DESIRED ENDPOINT: I - Disposition at Risk Waste**

**Desired Outcome: I.5 - Close CERCLA sites**

**Performance Objective: I.5.d - Complete remediation of TSF-03 burn pit. Complete remediation of TSF-06 and -26 surface soils. Complete remediation of WRRTF-01 Burn Pit. Complete removal of contents from PM-2A Tanks.**

BBWI Technical Monitor: R. P. Miklos

DOE-ID Technical Monitor: W. H. Leake

1. Statement of Work

TSF-03 Burn Pit removed and disposed at ICDF with sampling confirming remediation goals have been met. Native soil cover placed on WRRTF-01 Burn Pit. TSF-06 and -26 contaminated surface soils disposed at ICDF with sampling confirming remediation goals have been met. PM-2A Tank contents removed and placed in containers for disposal.

2. Government Furnished Services, Information, Materials required to perform the work scope

Description	Required Delivery Date to BBWI	Condition of Deliverable
Explanation of Significant Difference to modify the Burn Pits remedy to match the scope described above	45 days after submittal of the second draft ESD to DOE and the Agencies	DOE approval letter
Agreement that pre-final inspection will be performed prior to site initial seeding for Burn Pits TSF-03, and WRRTF-01, and surface soil remediation at TSF-06 and TSF-26	60 days after submittal of draft Pre Final Inspection Checklist to DOE and the Agencies	DOE-ID approval letter

3. Performance baseline requirements - assumptions for conditions outside BBWI control, definition of critical terms or requirements for performance.

Contaminated soil close to or under the PM-2A Tanks and associated piping is not included.

Removal of PM-2A Tank contents does not include decontamination or removal of the tanks or associated piping. The remaining scope to complete the PM-2A Tanks remedial action will continue into FY-05.

Acceptance of the work is based on the requirements in the OU 1-10 Group 1 Sites RD/RAWP (DOE/ID 10819) for TSF-06 and -26 surface soils and the OU 1-10 Group 3 Sites RD/RAWP (TBD) for TSF-03 and WRRTF-01 burn pits and PM-2A Tanks..

Initial reseeding will be performed in the first acceptable planting season following completion of work (FY-05).

4. Description of requirements for completion and acceptance – End state at September 30, 2004.

Complete remediation of TSF-03 burn pit. Complete remediation of TSF-06 and -26 surface soils. Complete remediation of WRRTF-01 Burn Pit. PM-2A Tank contents are removed and placed in containers for disposal.

Remedial action consistent with regulatory agreements is complete. Sites identified post-ROD, but within facility area definition are scheduled for attention after the OU 10-08 ROD is signed in FY 07.

TSF-03 Burn Pit contaminated material is removed, the site backfilled, and the contaminated material disposed at ICDF with sampling confirming remediation goals completed. A native soil cover is placed on WRTTF-01 Burn Pit. Acceptance of the work is based upon the requirements of the OU 1-10 Group 3 Sites RD/RAWP. Excepting revegetation, a prefinal inspection by the Agencies results in no significant deficiencies or outstanding items.

TSF-06 and -26 contaminated surface soils are removed, the sites backfilled, and the contaminated soils disposed at ICDF. Sampling confirms remediation goals have been met. Acceptance of the work is based upon the requirements of the OU 1-10 Group 1 Sites RD/RAWP. Excepting initial reseeding, a prefinal inspection by the Agencies results in no significant deficiencies or outstanding items.

PM-2A Tanks are excavated to approximately the centerline of the tanks. The top portion of each tank is removed. The contents of each tank are removed and placed in containers for disposal. Acceptance of the work is based upon the requirements of the OU 1-10 Group 3 Sites RD/RAWP.

**DESIRED ENDPOINT: I – Disposition at Risk Waste**

**Desired Outcome: I.6 - Disposition Calcine**

**Performance Objective: I.6.a – Submit a RCRA Part B permit application to DOE for certification for calcine storage in CSSF**

BBWI Technical Monitor: Jim Valentine      DOE Technical Monitor: Pete Dirkmaat

1. Statement of Work

Perform “proof of principle” activities for calcine disposal at YMP:

- a. D-cell calcine characterization – sample and analyze calcine samples in accordance with the approved sampling plan in CPP-601 D-Cell to support characterization for YMP waste acceptance, the RCRA regulatory petition, and the RCRA Part B permit submission for calcine storage in CSSF.
- b. YMP waste acceptance modeling engineering design file (EDF) – demonstrate protectiveness of calcine disposal at YMP through screening level computer modeling of the YMP performance assessment.
- c. Draft RCRA regulatory petition - demonstrate protectiveness of calcine disposal (RCRA hazardous constituents) at YMP through computer modeling. Submit to DOE a draft petition to EPA removing calcine from RCRA regulation.
- d. RCRA Part B Permit submission to DOE-ID for certification for calcine storage in CSSF.

2. Government Furnished Services, Information, Materials required to perform the work scope

Description	Required Delivery Date to BBWI	Condition of Deliverable
1.c DOE-ID personnel assigned to the Data Quality Objective team as required for characterization of calcine	2-14-03	Letter identifying DOE-ID personnel with authority for DQO decision making.
1.d DOE-ID review of draft permit application within three months	Ninety days after submittal to DOE	1. DOE-review of CSSF RCRA Part B Permit within 3 months of receipt and formal transmittal of comments via letter.  2. Review of comment resolution within 2 weeks with DOE-ID letter of agreement on resolution.

3. Performance baseline requirements - assumptions for conditions outside BBWI control, definition of critical terms or requirements for performance.

- DOE Integrated Project Team will recommend a complex-wide RCRA regulatory strategy for HLW that includes exclusion of directly disposed calcine from RCRA by June 1, 2003.
- Interface with designated YMP POCs to direct sampling, modeling, packaging efforts in Idaho. Approximately 200 hours per year of review and comment.

4. Description of requirements for completion and acceptance – End state at September 30, 2004.

- a. Calcine characterization –
  - i. Calcine samples in CPP-601 D-Cell characterized for YMP waste acceptance in accordance with approved SAP. DQOs for SAP based on performance assessment computer model input.

- ii. Calcine samples in CPP-601 D-Cell characterized for the RCRA regulatory petition in accordance with approved SAP. DQOs for SAP based on EPA groundwater models and RCRA delisting constituents of potential concern.
- iii. Calcine samples in CPP-601 D-Cell characterized for the RCRA Part B permit submission for calcine storage in CSSF in accordance with approved SAP. DQOs for SAP based on DQO process completed in FY2002.
- b. YMP waste acceptance modeling engineering design file (EDF) – complete Total System Performance Assessment (TSPA) sensitivity analysis, TSPA screening level modeling, and waste package interactions analysis.
- c. Draft RCRA-regulatory petition – complete the draft petition language, engineering analysis, regulatory analysis and EPA groundwater models for DOE to submit a draft petition to EPA removing calcine from RCRA regulation.
- d. Submit a RCRA Part B Permit application to DOE for certification for calcine storage in CSSF.

**DESIRED ENDPOINT: I - Disposition at Risk Waste**

**Desired Outcome: I.7 - Disposition Backlog Mixed Low-level Waste**

**Performance Objective: I.7.a - Dispose 807m<sup>3</sup> of Mixed Low-level Waste Backlog by 9/30/03**

**I.7.b - Dispose of all remaining backlog of mixed low-level waste identified as commercial treatment and debris treatment in the Site Treatment Plan**

BBWI Technical Monitor: J. D. Mousseau DOE-ID Technical Monitor: E. J. Ziemanski

1. Statement of Work

1.7.a: Dispose of 807 m<sup>3</sup> of backlog Mixed Low Level Waste (MLLW) as defined in the INEEL Site Treatment Plan by September 30, 2003.

1.7.b: Dispose of all remaining backlog of Mixed Low Level Waste (MLLW) identified as commercial treatment and debris treatment as defined in the INEEL Site Treatment Plan.

2. Government Furnished Services, Information, Materials required to perform the work scope

Description	Required Delivery Date to BBWI	Condition of Deliverable
DOE Facility MLLW Disposal Capacity	October 1, 2003	DOE facility open to accepting offsite mixed waste. (failure to supply will mean that some waste not acceptable for commercial disposal would remain in storage at the INEEL after treatment pending opening of the DOE disposal facility)
DOE-ID provides written concurrence to BBWI for the 807m <sup>3</sup> of mixed waste dispositioned proposal detailed in BBWI letter number CCN 38096 sent to Cheryl Thompson from Scott Harrison on 12/4/02.	February 14, 2003	Letter of concurrence signed by the DOE-ID contracting officer.

3. Performance baseline requirements - assumptions for conditions outside BBWI control, definition of critical terms or requirements for performance.

- Treatment and disposal capacity is available through on-site, DOE-offsite, or commercial treatment facilities for the INEEL mixed waste streams. BBWI will prepare a justification package to be submitted to DOE-ID for review and approval for each waste container (or waste stream if the same waste for multiple containers) determined by BBWI to be untreatable. Untreatable justification may include (but not be limited to) lack existing treatment or transportation capacity or cost prohibitive treatment.
- Disposal capacity is available through DOE offsite or commercial facilities for the treated INEEL mixed waste streams.
- Backlog MLLW is defined by waste stream in the INEEL STP for commercial treatment and debris treatment, and by containers in the INEEL Mixed Waste Backlog inventory report. Backlog mixed low-level waste defined by this PBI does not include the HEPA filter leach treatment waste streams or the waste streams under ANL-W or NRF control, as defined in the INEEL STP.
- 352 m<sup>3</sup> is the amount of mixed low-level waste treated and disposed in FY-02 which is to be applied against the 807m<sup>3</sup> volume to be treated and disposed by the end of FY-03.

4. Description of requirements for completion and acceptance – End state at September 30, 2004.

A total of 2,250 m<sup>3</sup> of backlog MLLW will have been disposed from the INEEL over fiscal years 2002 through 2004.

**DESIRED ENDPOINT: I - Disposition at Risk Waste**

**Desired Outcome: I.8 – Complete the first remote-handled TRU shipment to WIPP**

**Performance Objective: I.8.a - Prepare one shipment of RH-TRU for transport to WIPP**

BBWI Technical Monitor: J. M. Schaffer

DOE-ID Technical Monitor: E. J. Ziemanski

1. Statement of Work

Prepare one shipment of RH TRU for transportation to WIPP.

2. Government Furnished Services, Information, Materials required to perform the work scope

Description	Required Delivery Date to BBWI	Condition of Deliverable
WIPP RH-TRU WAC and WAP fully approved and consistent with the AK-based recommendations (June 2002 WIPP submittals to EPA and NMED)	December 31, 2003	WAP and WAC must be fully approved by all cognizant regulators and agencies. WAC and WAP must be consistent with the AK-based recommendations.
CBFO completes revision of WWIS supporting RH-TRU AK-based characterization and 10-60B cask shipment.	January 31, 2004	DOE approval letter
CBFO expedites RH-TRU program document and procedural adequacy reviews and audits. Approval by regulators of INEEL program is received 60 days after audit.	Regulatory approval required by September 1, 2004	DOE approval letter
DOE-ID approves the authorization basis necessary to support free-air 10-160B cask loading operations provided BBWI provides authorization basis documentation to DOE-ID by March 1, 2004.	June 1, 2004	DOE approval letter
ANL-E cooperates for collection of radiological AK information for 40 drum batch	March 31, 2003	DOE approval letter

3. Performance baseline requirements - assumptions for conditions outside BBWI control, definition of critical terms or requirements for performance.

- a. Regulatory approved WIPP characterization and disposal criteria (i.e., Waste Analysis Plan and Waste Acceptance Criteria) allow characterization using Acceptable Knowledge only for physical, chemical, and radiological requirements. These criteria are provided no later than December 31, 2003. Characterization using AK means:
  - No headspace sampling or TCLP tests are required by NMED for disposal.
  - The existing videotapes can be used in lieu of radiography.
  - No confirmatory visual, physical, chemical or radiological analyses are required
- b. Acceptable Knowledge satisfies Data Quality Objectives that are promulgated as part of regulatory agency approved WAP and WAC.

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- c. The first prepared shipment meets WIPP transportation requirements. If DOE is unable to provide an authorized 100160B shipping transporter for the initial shipment to WIPP, BBWI will have met this PBI provided the payload meets the WWIS certification requirements.
4. Description of requirements for completion and acceptance – End state at September 30, 2004.

Initial payload of INEEL RH-TRU waste shipped or ready to ship to WIPP. Initial payload meets all applicable WIPP waste acceptance criteria with the waste certified in the WIPP Waste Information System.

**DESIRED ENDPOINT: II - Disposition Special Nuclear Materials**

**Desired Outcome: II.1 - Close INTEC 651**

**Performance Objective: II.1.a – Remove all denitrator product from INTEC 651 and transfer to other locations in accordance with approved shipper/receiver agreements**

BBWI Technical Monitor: J. H. Valentine DOE-ID Technical Monitor: P. J. Dirkmaat

1. Statement of Work

Remove all denitrator product currently stored in INTEC 651 and transfer it to an off-site receiver.

2. Government Furnished Services, Information, Materials required to perform the work scope

Description	Required Delivery Date to BBWI	Condition of Deliverable
Certification of ES 2100 container for use in transferring denitrator product	September 30, 2003	The Highly Enriched Uranium Disposition Program Office (HDPO) will complete and provide written documentation (letter) certifying the ES 2100 container is acceptable for shipping denitrator product.
Shipper/Receiver Agreements covering transfer of all INTEC 651 denitrator product have been signed by INEEL, Y-12, Savannah River Site and Nuclear Fuel Services This documentation will ensure that the receiving organizations will have necessary resources available to accept denitrator product transfers and appropriate transport will be available to support shipments.	September 30, 2003	Shipper/Receiver Agreements between the shipper and receivers, will be signed by INEEL, Y-12, SRS, and NFS.
FY 2004 funding to support denitrator product repackaging and shipments will be received from NNSA. Note – NNSA funding of about \$6M is expected to cover INEEL activities associated with repackaging and shipping all INTEC 651 denitrator product. INEEL responsibility for repackaging and shipping of the denitrator product will include all work through loading of the repackaged denitrator product onto appropriate transports.	September 30, 2003	NNSA funding to support denitrator product activities will be allocated into the DOE-ID Fin Plan. Letter, if required, will be issued by NNSA stating funding is being made available.

3. Performance baseline requirements - assumptions for conditions outside BBWI control, definition of critical terms or requirements for performance.

INEEL – refers to BBWI and DOE-ID

Safe, Secure, Transport (SST) trailers for shipping the material to the respective receivers will be available as required to make the shipments.

HDPO will provide a sufficient number of ES-2100 shipping containers as required to facilitate shipping of all the material by September 30, 2004.

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4. Description of requirements for completion and acceptance – End state at September 30, 2004.

Remove all denitrator product from INTEC-651 and transfer to other locations in accordance with approved shipper/receiver agreements.

**DESIRED ENDPOINT: III - Disposition Spent Nuclear Fuel**

**Desired Outcome: III.1 - Close PBF**

**Performance Objective: III.1.a - Place all PBF spent nuclear fuel in dry storage**

BBWI Technical Monitor: A. Clark

DOE-ID Technical Monitor: W. H. Leake

1. Statement of Work

Dry Storage of PBF Fuel at CPP-603.

2. Government Furnished Services, Information, Materials required to perform the work scope

Description	Required Delivery Date to BBWI	Condition of Deliverable
N/A		

3. Performance baseline requirements - assumptions for conditions outside BBWI control, definition of critical terms or requirements for performance.

N/A

4. Description of requirements for completion and acceptance – End state at December 31, 2003 or sooner.

Place all PBF spent nuclear fuel in dry storage at CPP-603.

**DESIRED ENDPOINT: III - Disposition Spent Nuclear Fuel**

**DESIRED Outcome: III.1 - Close PBF**

**Performance Objective: III.1.b – Remove water, sludge and debris from PBF fuel storage pool and disposition waste streams**

BBWI Technical Monitor: A. Clark    DOE-ID Technical Monitor: W. H. Leake

1. Statement of Work

The deactivation of the Power Burst Facility (PBF) fuel storage canal located in the reactor building (PBF-620) includes removing the in-pile tube and holding fixture, removing empty fuel racks and canisters, removing miscellaneous materials and debris, removing and evaporating the water, installing designed shielding as necessary, decontaminating the fuel storage canal, and removing or controlling the spread of contamination from the pool walls and floor in accordance with PRD-183, "INEEL Radiological Control Manual."

2. Government Furnished Services, Information, Materials required to perform the work scope

Description	Required Delivery Date to BBWI	Condition of Deliverable
N/A		

3. Performance baseline requirements - assumptions for conditions outside BBWI control, definition of critical terms or requirements for performance, and submitted to DOE-ID for approval.

N/A

4. Description of requirements for completion and acceptance – End state at September 30, 2004.

Water, sludge, material and debris will be removed from the PBF pool and waste streams dispositioned. Radiological contamination will be fixed or removed from the canal walls and floor in accordance with PRD-183, "INEEL Radiological Control Manual." Safety basis documentation will be appropriately revised to reflect the resultant facility configuration and submitted to DOE-ID.

**DESIRED ENDPOINT: III - Disposition Spent Nuclear Fuel**

**Desired Outcome: III.1 - Close PBF**

**Performance Objective: III.1.c - PBF VCO equipment characterized and removed/closed in accordance with RCRA if found to be hazardous**

BBWI Technical Monitor: M. J. Graham

DOE-ID Technical Monitor: W. H. Leake

1. Statement of Work

VCO equipment characterized and found to be hazardous removed or closed in accordance with RCRA.

2. Government Furnished Services, Information, Materials required to perform the work scope

Description	Required Delivery Date to BBWI	Condition of Deliverable
Characterization documentation/milestone deliverable	Within 60-days of document submittal to DOE	DOE approval letter

3. Performance baseline requirements - assumptions for conditions outside BBWI control, definition of critical terms or requirements for performance.

N/A

4. Description of requirements for completion and acceptance – End state at 9/30/04.

Equipment listed in the NEW-PBF-001 table of the VCO Action Plan will be characterized and a hazardous waste determination made. Characterization of items found to be non-hazardous will be submitted to IDEQ to avoid potential RCRA non-compliance issues. Removal or RCRA closure of items found to be hazardous will be negotiated with IDEQ, and disposition will be completed by the end of FY 04.

**DESIRED ENDPOINT: III - Disposition Spent Nuclear Fuel**

**Desired Outcome: III.2 - Close TAN**

**Performance Objective: III.2.a - Transfer TAN-601 Dial Room to NE and remove the life safety, telecommunications and alarm systems from the LOFT complex and directly connect to SMC**

BBWI Technical Monitor: R. P. Miklos

DOE-ID Technical Monitor: W. H. Leake

1. Statement of Work

TAN-601 will be transferred to NE. This building houses three systems: the Emergency Notification System, the Fire Alarm System, and the Telecommunication System. The Telephone System Dialup room connects Idaho Falls to TAN and TAN to CFA. These systems will need to be moved as the TAN Completion Project transitions buildings and structures. This must be coordinated via an MOU with NE. Then, conduct an engineering study to ascertain the utility disconnects that must be made in the LOFT facility to separate electrical distribution. This will be accomplished with a joint EM/NE GPP to occur after the Systems housed in TAN-601 are transferred. EM will work with the NE Landlord to provide, engineering, management support, and oversight for disconnection of SMC from the LOFT electrical switchgear, fire and voice communication system panels, and equipment that requires electrical power

2. Government Furnished Services, Information, Materials required to perform the work scope

Description	Required Delivery Date to BBWI	Condition of Deliverable
Decision for disposition of TAN-601	30 days after submittal, but no later than August 30, 2004	DOE-ID approval letter

3. Performance baseline requirements - assumptions for conditions outside BBWI control, definition of critical terms or requirements for performance.

NE will accept transfer of TAN-601 without exceptions or conditions.

4. Description of requirements for completion and acceptance – End state at September 30, 2004.

TAN 601 Dial Room is transferred to NE and the life safety, telecommunications, and alarm systems have been removed from the LOFT complex, and are directly connected to SMC, enabling selected LOFT utilities to be isolated with no impact to SMC.

**DESIRED ENDPOINT: III - Disposition Spent Nuclear Fuel**

**Desired Outcome: III.2 - Close TAN**

**Performance Objective: III.2.b - Transfer all six TAN SNF fuel casks to INTEC**

BBWI Technical Monitor: Bob Miklos DOE-ID Technical Monitor: W.H. Leake

1. Statement of Work

Remove six casks currently loaded with SNF [(1) GNS Castor V21 Cask, (2) TN-24P Cask, (3) Westinghouse MC-10 Cask, (4) VSC-17 Cask, (5) REA-2023 Dry Storage Cask, and (6) NuPak 125B Cask] from the TAN 791 pad and transport to the INTEC 2707 pad. Includes all planning, design, fabrication, and operations to load and transport casks to INTEC.

2. Government Furnished Services, Information, Materials required to perform the work scope

Description	Required Delivery Date to BBWI	Condition of Deliverable
Cask Movement Plan of Action	30 days after submittal to DOE	DOE-ID Approval
Cask Movement Safety Analysis Report with a chapter for each cask	45 days after submittal to DOE	DOE-ID Approval
Cask Movement Transport Plan with a chapter for each cask	30 days after submittal to DOE	DOE-ID Approval

3. Performance baseline requirements - assumptions for conditions outside BBWI control, definition of critical terms or requirements for performance.

- Existing storage casks will be suitable for transportation in current configuration
- BBWI will notify DOE-ID no later than September 30, 2003 if the casks are not suitable for transportation in current configuration
- State of Idaho will issue State highway permit to support movement of casks schedule

4. Description of requirements for completion and acceptance – End state at September 30, 2004.

Transfer all six TAN SNF fuel casks to INTEC.



**DESIRED ENDPOINT: III - Disposition Spent Nuclear Fuel**

**DESIRED Outcome: III.2 - Close TAN**

**Performance Objective: III.2.c – Remove water, sludge, and debris from TAN-607 fuel storage pool and disposition waste streams**

BBWI Technical Monitor: A. Clark

DOE-ID Technical Monitor: W. H. Leake

1. Statement of Work

The deactivation of the TAN-607 fuel storage pool includes the removal of the non-fixed contents of the storage pool (including 6-packs, coffins, and transfer cart), isolation of the water treatment system, removal of the pool water, and the removal or control of the spread of contamination on the pool walls and floors in accordance with PRD-183, "INEEL Radiological Control Manual."

2. Government Furnished Services, Information, Materials required to perform the work scope

Description	Required Delivery Date to BBWI	Condition of Deliverable
N/A		

3. Performance baseline requirements - assumptions for conditions outside BBWI control, definition of critical terms or requirements for performance.

N/A

4. Description of requirements for completion and acceptance – End state at 9/30/04.

Water, sludge, and debris will be removed and waste streams dispositioned. The 6-packs will be dispositioned. Radiological contamination will be fixed or removed from the pool walls and floor in accordance with PRD-183, "INEEL Radiological Control Manual." Safety basis documentation will be appropriately revised to reflect the resultant facility configuration and submitted to DOE-ID.

**DESIRED ENDPOINT: III - Disposition Spent Nuclear Fuel**

**Desired Outcome: III.2 - Close TAN**

**Performance Objective: III.2.d - TAN 602, 604, 606, 609, 636, 647, 653, 654, 662, and 667 are demolished, including utility isolation or rerouting, asbestos abatement, facility demolition, waste removal, and final grading to match the existing terrain.**

BBWI Technical Monitor: R. P. Miklos      DOE-ID Technical Monitor: W. H. Leake

1. Statement of Work:

TAN 602, 604, 606, 609, 636, 647, 653, 654, 662, and 667 are demolished, including utility isolation or rerouting, asbestos abatement, facility demolition, waste removal, and final grading to match the existing terrain.

2. Government Furnished Services, Information, Materials required to perform the work scope

Description	Required Delivery Date to BBWI	Condition of Deliverable
SHPO Documentation	90 days after submittal of the documentation	SHPO approval
Environmental Checklist	90 days after submittal of the documentation	DOE-ID approval
HUD Documentation	90 days after submittal of the documentation	HUD approval

3. Performance baseline requirements - assumptions for conditions outside BBWI control, definition of critical terms or requirements for performance.

N/A

4. Description of requirements for completion and acceptance – End state at September 30, 2004.

TAN 602, 604, 606, 609, 636, 647, 653, 654, 662, and 667 are demolished, including utility isolation or rerouting, asbestos abatement, facility demolition, waste removal, and final grading to match the existing terrain.

**DESIRED ENDPOINT: III - Disposition Spent Nuclear Fuel**

**Desired Outcome: III.2 - Close TAN**

**Performance Objective: III.2.e – Demolish TAN-616**

BBWI Technical Monitor: R. P. Miklos    DOE-ID Technical Monitor: W. H. Leake

1. Statement of Work

TAN-616 RCRA Closure and demolition.

2. Government Furnished Services, Information, Materials required to perform the work scope

Description	Required Delivery Date to BBWI	Condition of Deliverable
Draft RCRA Closure Plan for TAN-616	Within 14 days of an acceptable submittal to DOE	DOE acceptance letter
Draft RCRA Closure Certification for TAN-616	Within 14 days of an acceptable submittal to DOE	DOE acceptance letter

3. Performance baseline requirements - assumptions for conditions outside BBWI control, definition of critical terms or requirements for performance.

BBWI will provide a preliminary draft closure certification to DOE two (2) weeks prior to delivery of the final draft certification.

4. IDEQ will approve the final RCRA Closure Certification within 60 days of submittal from DOE.  
Description of requirements for completion and acceptance – End state at 9/30/04.  
TAN-616 is RCRA closed and the above-grade building demolition is complete. Also, V-tanks underground piping isolation and soil sampling and characterization is complete.

**DESIRED ENDPOINT: IV - Reduce EM Footprint**

**Desired Outcome: IV.1 - Closure of INTEC-601**

**Performance Objective: IV.1.a – Complete activities to enable CPP-601 hazard categorization to be reduced from Category 2 to less than Category 3**

BBWI Technical Monitor: J. H. Valentine

DOE-ID Technical Monitor: P. J. Dirkmaat

**1. Statement of Work**

The following actions are required to prepare the CPP-601 complex to begin large-scale demolition of the three facilities:

**a. CPP-601**

- Complete hazard characterization for the VCO Tanks in accordance with the approved interim action plan.
- Remove D-Cell Calcine to other permitted storage.

**b. CPP-627**

- Remove the Mass CCA materials from the facility.
- Remove the mixed waste in the hot lab areas.

**c. CPP-640**

- Complete the characterization of the hazards in Cell 5.
- Remove hazards, as required, from Cell-5, to allow downgrading of facility to category 3.

**2. Government Furnished Services, Information, Materials required to perform the work scope**

Description	Required Delivery Date to BBWI	Condition of Deliverable
Review and approvals of SARs, TSRs, etc. to downgrade categories of CPP-601, CPP-627 and CPP-640.	90 days following submittal to DOE-ID from BBWI	DOE letter(s) documenting approval of submitted safety documents.

**3. Performance baseline requirements - assumptions for conditions outside BBWI control, definition of critical terms or requirements for performance.**

No conditions will be encountered that prevent the reduction in hazard categorization. BBWI will conduct initial evaluations and notify DOE-ID by August 1, 2003, if they believe insurmountable conditions exist.

**4. Description of requirements for completion and acceptance – End state at September 30, 2004.**

- Complete activities to enable CPP-601 hazard categorization to be reduced from Category 2 to less than Category 3.
- Complete activities to enable CPP-627 hazard categorization to be reduced from Category 2 to a less than Category 3 facility.
- Complete activities to enable CPP-640 hazardous categorization to be reduced from Category 2 to Category 3.

**DESIRED ENDPOINT: IV - Reduce EM Footprint**

**Desired Outcome: IV.2 - Close WERF/WROC and PBF facilities**

**Performance Objective: IV.2.a - Close WERF by completing demolition of the major facilities.**

BBWI Technical Monitor: M. J. Graham DOE-ID Technical Monitor: W. H. Leake

1. Statement of Work:

Demolish the entire WERF Facility: Close WERF by completing demolition of the major facilities which are PBF-609, 622, 623, 635 and 641. Isolate or reroute necessary utilities, perform asbestos removal, dispose of all demolition waste, and grade sites to match existing terrain.

2. Government Furnished Services, Information, Materials required to perform the work scope

Description	Required Delivery Date to BBWI	Condition of Deliverable
PBF-609 RCRA closure certification	Within 60 days of submittal to DOE	DOE approval letter

3. Performance baseline requirements - assumptions for conditions outside BBWI control, definition of critical terms or requirements for performance.

N/A

4. Description of requirements for completion and acceptance – End state at September 30, 2004.

WERF (PBF) 609, 622, 623, 635, and 641 are demolished, including utility isolation or rerouting, asbestos abatement, facility demolition, waste removal, final grading to match the existing terrain.

**DESIRED ENDPOINT: IV - Reduce EM Footprint**

**Desired Outcome: IV.2 - Close WERF/WROC and PBF facilities**

**Performance Objective: IV.2.b - Demolish PBF-720 Cooling Tower, PBF 616 and PBF 617**

BBWI Technical Monitor: M. J. Graham    DOE-ID Technical Monitor: W. H. Leake

1. Statement of Work:

Perform demolition of the PBF-720 Cooling Tower, PBF 616, and PBF 617. Isolate or reroute necessary utilities, perform asbestos removal, dispose of all demolition waste, and grade sites to match existing terrain.

2. Government Furnished Services, Information, Materials required to perform the work scope

Description	Required Delivery Date to BBWI	Condition of Deliverable
N/A		

3. Performance baseline requirements - assumptions for conditions outside BBWI control, definition of critical terms or requirements for performance.

N/A

4. Description of requirements for completion and acceptance – End state at September 30, 2004.

PBF-720 Cooling Tower, PBF 616, and PBF 617 are demolished, including utility isolation or rerouting, asbestos abatement, facility demolition, waste removal, final grading to match the existing terrain.

## FY 2002–2004 PERFORMANCE BASED INCENTIVE

### SECTION 1 GENERAL INFORMATION

Performance Incentive Number: PBI-13 (Office of Nuclear Energy/Office of Science)  
Program Based Summary Number: N/A  
Performance Incentive Short Title: Nuclear Energy Research & Development  
Revision Number & Date: January 17, 2003  
Maximum Available Incentive Fee: \$6250K (\$1500K FY02, \$2400K FY03 [including \$100K deferred from FY02], \$2350K FY04)  
Performance Incentive Type:  
Duration: ☒Base ☐Stretch ☐Superstretch  
Fee Payment Type: ☒Annual ☒Multi-year  
DOE Technical Monitor: ☒Completion ☐Progress ☐Provisional  
BBWI Technical Monitor: James Werner  
(check appropriate box) James Lake

### SECTION 2 PERFORMANCE OUTCOMES

Check Appropriate Box:

- ☐ Outcome #1 Deliver science-based, engineered solutions.  
☐ Outcome #2 Complete environmental cleanup responsibly.  
☐ Outcome #3 Provide leadership and support to optimize investments.  
☒ Outcome #4 Enhance scientific and technical talent, facilities, and equipment.

### SECTION 3 PERFORMANCE MEASURES AND EXPECTATION(S)

*List associated performance measures and performance expectations for FY02 through FY04. Identify associated PBS # for each performance measures as appropriate.*

**Measure 1:** Lead DOE efforts to revitalize Nuclear Energy and strengthen US leadership in nuclear technology, maintain and apply INEEL key capabilities and infrastructure to support DOE's Nuclear Energy Mission, and establish National User Facilities at INEEL (e.g. STAR, and facilities based on the ATR).

**Expectation 1.1:** Lead the effort to develop a Generation IV Technology Roadmap. Complete the following second-year Generation IV roadmap milestones.

- Deliver the Interim Roadmap Report to DOE HQ by July 31, 2002. INEEL will document the down-select contained in the report to the DOE ID office. The down-select intends to identify 4-8 concepts to be included in the Final Roadmap report.
- Deliver the Final Roadmap Report to DOE HQ by September 30, 2002. Document the transmittal to the DOE ID office.

**Expectation 1.2:** As a Nuclear Reactor Technology Lead Laboratory, provide effective leadership and coordination to DOE NE in areas that directly address the National Energy Policy by advancing the Generation IV R&D strategies and actions for a return to the utilization of nuclear power as a major, emission-free energy resource and assist in their development of initiatives on (1) regulatory and policy reform, (2) optimization of current fleet, (3) construction of new nuclear plants, and (4) optimization of the nuclear fuel cycle. Support industry and the NRC on plans for a PBMR technology demonstration facility decision selected by FY 2004.

- For a major Generation IV R&D program, deliver a program infrastructure and staffing assessment, including an international perspective on collaborations, to DOE ID by May 31, 2002.
- Provide effective leadership and coordination to DOE NE with special emphasis in the areas of Generation

## **FY 2002–2004 PERFORMANCE BASED INCENTIVE**

IV R&D program development, international collaborations, academic networking and laboratory teaming. Document activities monthly to DOE ID and accumulate the value of this subjective measure quarterly through September 30, 2002.

- Support ANL in the development and execution of funded fuel cycle R&D programs. Document the INEEL support (i.e., scope of funded R&D projects) to DOE ID by September 30, 2002.
- Support Exelon's evaluation of a candidate site for a PBMR, and support the development of an integrated government (NRC/DOE) fuel-testing program for PBMR fuel. Specifically, support Exelon and NRC/DOE milestones planned for Fall/Winter 2001 and document to DOE-ID by March 30, 2002.

**Expectation 1.3:** Develop INEEL user facilities by seeking necessary base funding toward the objective of having multiple facilities operational by September 30, 2004.

Complete the following milestones:

- Document to DOE-ID that the STAR Facility project turnover (per Form 432.02) has been completed by January 31, 2002.
- Support the development of a new User Facility based on the ATR by briefing DOE HQ stakeholders on resource needs and facility benefits to Generation IV R&D, working toward securing funding for the user facility, and obtaining an expression of support from a sponsor or program by September 30, 2002.
- Install the tritium infrastructure in the Safety and Tritium Applied Research facility, ready for assessment of operational readiness by September 15, 2003. (\$100K)

**Expectation 1.4:** Lead the integrated AFC/Generation IV Programs

Complete the following milestones:

- Establish AFCI/Generation IV national directors and draft Gen IV and AFC program plans by Feb 1, 2003 (\$150K)
- Prepare the two Reports to Congress on Generation IV. Deliver draft report to DOE and support DOE approval for issuance by Jan 24, 2003 (\$150K)
- Complete major INEEL FY 2003 R&D program plan milestones, (subject to Appropriations) (\$700K)

**Expectation 1.5:** Plan and execute NE Transition Account

Complete the following milestones:

- Integrate INEEL facilities into the AFC program plan by Feb 15, 2003. (\$200K)
- Complete CD-0 support activities for the separations engineering-scale demonstration in the approved preconceptual plan by Sept 15, 2003. (\$400K)
- Complete support activities for Cs/Sr flowsheet development in the approved preconceptual plan by Sept 15, 2003. (\$300K)
- Complete support activities for the spent fuel treatment facility in the approved preconceptual plan by Sept 15, 2003. (\$100K)

**Expectation 1.6:** Organize GIF Collaborative R&D activities

Complete the following milestone:

- Organize and facilitate all scheduled GIF meetings. (\$100K)

**Expectation 1.7:** Build university and laboratory collaborations for the new NE mission

Complete the following milestone:



## FY 2002–2004 PERFORMANCE BASED INCENTIVE

- By Sept. 15, 2003, develop a formal partnership with at least one university or one laboratory in either AFC, Generation IV, or Nuclear Space Initiative. (\$100K)

### SECTION 4 FEE SCHEDULE

*Identify fee payment schedule for the PBI and the type of payments to be made (e.g., provisional, progress, final) and the basis of the payment (e.g., per canister completed, per assembly, earned value, etc.)*

The measures, schedule, and payment basis will be rated on objective milestones and deliverables.

Expectation 1.1: The maximum fee available is \$700K. Fee will be reduced by 1% per workday if the established milestone date is missed. A  $\pm 10\%$  quality assessment will be given to each deliverable as a measure of benefit to the government. (\$100K of FY-02 fee deferred to FY-03, not yet scoped.)

Expectation 1.2: The maximum fee available is \$600K. Fee will be reduced by 1% per workday if the established milestone date is missed. A  $\pm 10\%$  quality assessment will be given to each deliverable as a measure of benefit to the government.

Expectation 1.3: The maximum fee available is \$300K in FY-02. The maximum fee available in FY-03 is \$100K. Fee will be reduced by 1% per workday if the established milestone date is missed. A  $\pm 10\%$  quality assessment will be given to each deliverable as a measure of benefit to the government.

Expectation 1.4: The maximum fee available is \$1000K. Fee will be reduced by 1% per workday if the established milestone date is missed. A  $\pm 10\%$  quality assessment will be given to each deliverable as a measure of benefit to the government.

Expectation 1.5: The maximum fee available is \$1000K. Fee will be reduced by 1% per workday if the established milestone date is missed. A  $\pm 10\%$  quality assessment will be given to each deliverable as a measure of benefit to the government.

Expectation 1.6: The maximum fee available is \$100K. Fee will be reduced by 1% per workday if the established milestone date is missed. A  $\pm 10\%$  quality assessment will be given to each deliverable as a measure of benefit to the government.

Expectation 1.7: The maximum fee available is \$100K. Fee will be reduced by 1% per workday if the established milestone date is missed. A  $\pm 10\%$  quality assessment will be given to each deliverable as a measure of benefit to the government.

### SECTION 5 PERFORMANCE REQUIREMENTS

**PREVIOUS YEAR'S GATEWAY:** *(Describe previous year's gateway (if applicable) that must be completed before fee can be paid under this performance measure. The requirements listed below are the gateway only requirements for this Performance Measure.)*

The Measures in this PBI are related to FY01 measures 2.2.3.1 (Generation IV Roadmap), 2.2.3.2 (STAR), 4.4.1.2 (NE Lead Laboratory), and 4.4.2.1 (Nuclear Energy R&D Strategy). These measures serve to continue the path forward for maintaining our NE lead laboratory role, capabilities, and infrastructure to support the nuclear energy industry.

**GENERAL REQUIREMENTS:** *(Describe other performance required beyond those stated in measure or expectation such as cost constraints or requirements contained in the approved project plan.)*

FY04 specific deliverables will be proposed by October 1, for inclusion in this PBI.

**DEFINE COMPLETION:** The Measures, schedule, and payment basis will be rated on objective milestones and deliverables.

**COMPLETE DOCUMENTS LIST:** The current list of Measures and documents are defined section 3 above.

**ASSUMPTIONS/TECHNICAL BOUNDARY CONDITIONS AND REMEDY STATED:** *(List foreseeable impacts to*

<b>FY 2002–2004 PERFORMANCE BASED INCENTIVE</b>
<i>performance, which are not covered under the Contract. If the assumption or condition proves false the remedy shall be in effect. If remedy is not possible the next step is renegotiation.)</i>
None

## FY 2003 - 2004 PERFORMANCE BASED INCENTIVE:

### SECTION 1 GENERAL INFORMATION

Performance Incentive Number:	PBI-14
Program Based Summary Number:	N/A
Performance Incentive Short Title:	TRA/ATR Operations
Revision Number & Date:	Rev 6b, 1-14-03
Maximum Available Incentive Fee:	\$3.07M in FY03
Performance Incentive Type:	<input checked="" type="checkbox"/> Base <input type="checkbox"/> Stretch <input type="checkbox"/> Superstretch
Duration:	<input checked="" type="checkbox"/> Annual <input type="checkbox"/> Multi-year
Fee Payment Type:	<input checked="" type="checkbox"/> Completion <input type="checkbox"/> Progress <input type="checkbox"/> Provisional

(check appropriate box)

### SECTION 2 PERFORMANCE OUTCOMES

Check Appropriate Box:

- ☒ Outcome #1 Deliver science-based, engineered solutions.
- ☐ Outcome #2 Complete environmental cleanup responsibly.
- ☐ Outcome #3 Provide leadership and support to optimize investments.
- ☐ Outcome #4 Enhance scientific and technical talent, facilities, and equipment.

### SECTION 3 PERFORMANCE MEASURES AND EXPECTATION(S)

List associated performance measures and performance expectations for FY03 through 04. Identify associated PBS # for each performance measures as appropriate.

**Measure 1:** Safely and effectively operate the ATR to maximize work completed within available funds.

Expectation: Achieve 100% operating efficiency with no unscheduled outages, and no safety basis events.

**Measure 2:** Safely and effectively operate the TRA in the most cost effective manner to maximize work completed within available funds.

Expectation: Targets are established to demonstrate nominal and achievable cost efficiencies in TRA operating-funded activities.

**Measure 3:** Establish management systems and customer contracts to fully occupy vacant/underutilized ATR irradiation space with a long-term goal of full ATR Utilization to maximize irradiation revenues to help offset NR operating costs. This measure also supports the role of the INEEL as lead laboratory for NE research and development. The use of NE facilities at the TRA to support other NE R&D programs is encouraged by this measure.

Expectation: Targets are established to achieve nominal increases in ATR utilization revenues compared to prior FY.

**Measure 4:** Perform project management in a safe and cost effective manner in order to meet established milestones for cost and schedule for identified TRA projects.

Expectation: Identified projects are completed within cost and schedule parameters defined in established milestones.

**Measure 5:** Perform TRA maintenance in a manner that achieves maximum effective utilization of resources, as measured by Maintenance Performance Indicators for ATR Outage and non-outage periods.

Expectation: Plan, schedule, perform and track TRA maintenance work to meet established MPI (Maintenance

## FY 2003 - 2004 PERFORMANCE BASED INCENTIVE:

Performance Indicator) goals.

**Measure 6:** Demonstrate leadership in managing TRA programmatic activities to achieve safe and cost-effective completion of defined workscope, and to exceed customer expectations.

Expectation: Plan, schedule, perform and track all TRA programmatic activities to meet DOE needs and expectations, demonstrating excellence in leadership, operations, safety and quality.

### SECTION 4 FEE SCHEDULE

*Identify fee payment schedule for the PBI and the type of payments to be made (e.g., provisional, progress, final) and the basis of the payment (e.g., per canister completed, per assembly, earned value, etc.)*

**Measure 1: ATR Operating Performance & Nuclear Safety Management.** Maximum Fee is \$1,670K. Fee Type is completion. This measure is effective thru FY-04.

ATR Efficiency from 90% to 100% = (\$1,670K) (ATR Operating Efficiency % - 90%)/10%.  
No fee is earned if ATR Operating Efficiency is  $\leq$  90%.

Unplanned Outage Deductions:     \$50K for the first unplanned outage  
   \$100K for the second unplanned outage  
   \$200K for the third or more unplanned outage

Safety Basis Event Deductions:     \$200K for each ATR safety limit (SL) violation  
   \$100K for each ATR limiting-condition-for-operation (LCO) violation  
   \$40K for each failure to perform a surveillance required by the ATR Technical Safety Requirements (TSR) or for each unplanned entry into an ATR TSR action statement

**Measure 2: TRA/ATR Cost Efficiency.** Maximum Fee is \$300K. Fee type is completion. This measure is effective thru FY-04.

- If the identified work scope is accomplished for less than the total target cost, BBWI will receive an incentive fee of 20 cents for each dollar of identified total cost savings up to \$500K. (Fee: \$100K)
- BBWI will receive an incentive fee of 25 cents for each dollar of identified total cost savings in excess of \$500K. (Fee: \$200K)
- If BBWI achieves the identified savings, additional incentive fee of 15 cents for each dollar of identified cost savings can be earned beyond the maximum fee specified above, up to the amount of unearned fee for measure 1 of this Performance Based Incentive.

**Measure 3: ATR Utilization.** Maximum Fee is \$400K. Fee Type is completion. This measure is effective thru FY-04.

- BBWI will receive 10 cents for every dollar of actual costs associated with engineering design and project management for a new product or experiment (other than the prime test sponsors). (Fee: \$100K)
- For FY-03, BBWI will receive 25 cents for every dollar of billable ATR irradiation charges (other than the prime test sponsors). For FY-04, this incentive will be reviewed and adjusted as agreed to by ID and BBWI to account for the scheduled CIC. (Fee: 300K)

**Measure 4: TRA Project Efficiency.** Maximum Fee is \$300K. Fee Type is completion. This measure is effective thru FY-04.

BBWI will receive allocated fee for completing identified schedule milestones for identified projects, if projects are on schedule and within budget (within reporting thresholds for cost or schedule variances)

**Measure 5: TRA Maintenance Performance** Maximum Fee is \$300K. Fee type is completion. This measure is effective thru FY-04.

- The non-Outage MPI is a cumulative rate comprised of three performance indicators: A) Adherence to Plan of the Week (POW) schedule, B) Break-in (Emergent work) rate, and C) Craft resource utilization. (Fee: \$150K)

$$MPI = 2(A+1-B)+C / 2(0.78+1-0.12) + 0.8 = (2(A+1-B)+C) / 4.12$$
 and is rounded to the next lower two decimal places.

- The Outage MPI is a cumulative rate comprised of five performance indicators: (G) Work package growth (man-hours), (C) Corrective Maintenance (CM) completion rate, (P) Preventive Maintenance (PM) completion rate, (S) Adherence to the Outage POW Schedule, and (O) Craft overtime rate. (Fee: \$150K)

## FY 2003 - 2004 PERFORMANCE BASED INCENTIVE:

$MPI = 2((1-G)+C+P) + S+(1-O) / 2((1-.05)+.9+.95)+.9+(1-0.15) = 2((1-G)+C+P) + S+(1-O) / 7.35$ , rounded to the next lower two decimal places.

For both measures, fee is earned as follows:

50%(Fee) for  $0.95 \leq MPI < 0.98$   
85%(Fee) for  $0.98 \leq MPI < 1.00$   
100%(Fee) for  $MPI \geq 1.00$

Measure 6: TRA Program Management and Leadership Maximum Fee is \$100K. Fee Type is completion. This measure is effective thru FY-04

TRA management will be evaluated on the basis of excellence in leadership, operations, safety and quality, according to the following schedule:

Superior	100% (max fee)
Excellent	90% (max fee)
Good	70% (max fee)
Fair	50% (max fee)
Unsatisfactory	0% (max fee)

### SECTION 5 PERFORMANCE REQUIREMENTS

**PREVIOUS YEAR'S GATEWAY:** (*Describe previous year's gateway (if applicable) that must be completed before fee can be paid under this performance measure. The requirements listed below are the only gateway requirements for this Performance Measure.*)

Measure 1, 2, 3, 4, and 6 None

Measure 5 TRA Maintenance Performance

At least six months of experience has been accumulated in non-outage performance tracking against the non-outage MPI, and at least two outages have been accumulated in outage performance tracking against the outage MPI prior to the start of the evaluation period.

**GENERAL REQUIREMENTS:** (*Describe other performance required beyond those stated in measure or expectation such as cost constraints or requirements contained in the approved project plan.*)

Measure 1 ATR Operating Performance & Nuclear Safety Management

Nothing in this measure is intended to preclude the operator from taking appropriate action to place the plant in a safe condition when he believes it is warranted. This overarching philosophy shall govern all decisions concerning judgment of fee earned or deducted.

Operating efficiency is the ratio of actual hours at full power plus scheduled outage hours to the total number of hours available in the evaluation period (beginning October 1 each fiscal year), rounded to two decimal places. Actual Hours at full power are the number of hours the ATR is operating at full power (i.e.,  $N_F$ , as specified in the ATR Test Plan for each operating cycle), rounded to two decimal places.

Scheduled outage hours are the hours the Advanced Test Reactor is in outage mode, as published in the ATR Planned Outage, DOE Incentive Schedule, in effect at the start of each outage.

Unplanned outages are defined as any outage not specified in the approved ATR Test Plan. Operating time losses or gains are determined using the ATR Planned Outage, DOE Incentive Schedule for the outage. Exclusions to unplanned outages and operating time losses are defined in the Assumptions section.

Unplanned entry into an ATR TSR action statement is defined as (a) decisions or actions that cause unintended or improper entry into an action statement, or (b) entry into an action statement that is not recognized. Equipment failure that places the plant into an action statement is excluded, except where the failure is the direct result of an employee error, or when such a condition is not recognized.

Deductions for unplanned outages are cumulative for successive outages. The deduction will be reduced by 25% if the unplanned outage results from conservative actions taken by BBWI to mitigate potential degradation of plant safety.

Measure 2 TRA/ATR Cost Efficiency

The approved TRA/ATR budgets and work scope (current FY DWP) represent a baseline for demonstrating cost savings to maximize

## FY 2003 - 2004 PERFORMANCE BASED INCENTIVE:

support provided to the prime sponsor, Naval Reactors, and other TRA customers. The initial scope of work and total target cost for the current FY will be established by Change Control Board action for both Naval Reactors and Nuclear Energy-Landlord operating and maintenance budgets (excluding construction operating support). In the event the board fails to establish the work scope and costs, the Government may unilaterally establish the baseline. Workscope supports appropriation-funded work for Naval Reactors and the Office Nuclear Energy, Science & Technology (NE Landlord).

The value of identified work scope not performed due to budget limitations will be considered a cost overrun unless approved by a baseline change proposal. BBWI will share in all overruns in the same manner; deductions for cost overruns cannot exceed Max Fee.

DOE shall approve all proposed cost savings measures and savings before being counted as meeting the measure. DOE must approve, in advance, any new workscope funded by cost savings generated under this incentive.

Multi-year savings identified in cost savings submittals will be credited as follows:

Savings in the year identified:	100%
Savings in the year following submittal	40%
Savings in the second year following submittal	15 %

### Measure 3      ATR Utilization

Revenue from irradiation charges indicates how much ATR irradiation capacity customers other than the Naval Reactor test sponsors are using. The method for calculating irradiation charges (e.g. flux trap charges, irradiation unit charges) is described in the "Pricing Policy for the Advanced Test Reactor Materials and Services." A target goal for irradiation revenues will be established at the beginning of each fiscal year as agreed upon between BBWI and DOE-ID. Fee will be based on gross revenues and is considered earned when production is billable. Adjustments may be necessary if billed irradiation charges are different from actual irradiation charges (i.e. if calculated charges are different from measured charges).

New engineering sales are a precursor to irradiation charges. In most cases, engineering must occur before irradiation charges and revenues can be realized in the reactor. A typical lead-time of 18 months is necessary from the start of design to the first generation of irradiation charges. Maintaining new users to share operating costs over the long term is reflected in funded design work for future reactor irradiations. The success of BBWI's marketing and sales program is first realized by engineering sales. A target goal for new engineering sales expected to lead to future irradiation revenues will be established at the beginning of each fiscal year as agreed upon between BBWI and DOE-ID. Fee is considered earned when engineering dollars are costed.

### Measure 4      TRA Project Efficiency

DOE and BBWI agree upon the following projects and specific identified milestones for FY-03 activities. DOE will select projects and specify identified milestones for the next FY-04 projects with agreement from BBWI.

Project	Description	Due Date	Points
NOV	Submit PE Certification of TRA-731 Acid/Caustic Tanks RCRA Closure to IDEQ	24-Jan-03	25
VCO	Removal of water from the 605B Hot Waste Storage Tank and shipment of water to an appropriate treatment, storage, and disposal facility	30-Sep-03	25
VCO	Submit documentation to IDEQ in support of a nonhazardous waste determination or proposed interim actions for the TRA-712 Retention Basin	30-Jun-03	25
SAFETY	Complete installation of new ATR canal parapet walkway	14-Sep-03	20
CIC	Complete a joint DOE/BBWI management self-assessment of readiness for the ATR Core Internals Changeout	01-Sep-03	20
HOT CELLS	Complete the Contractor Operational Readiness Review for restart of the TRA Hot Cells	28-Feb-03	20
RDAS	Complete installation and turnover for operations of either the upgraded DAC or DAN portion of the RDA system	30-Sep-03	30
REG ROD	Complete installation and turnover for operations of the regulating rod control system	30-Sep-03	30
ELEC UTIL	Complete Construction on TRA Deep Wells #1 and #4 and turnover to Operations	30-Sep-03	30
MAGNOX	Complete shipments of MAGNOX specimens from TRA	01-May-03	15
FUEL	Support continued reduction of ATR canal spent fuel inventory by completing 14 shipments to INTEC. (Note 1)	01-Jul-03	30
F&LS	Resolve REA & complete Fire & Life Safety Phase 6.2 Construction (Note 2)	30-Sep-03	30
<b>TOTAL</b>			<b>300</b>

Note 1: Although ATR spent fuel shipments is covered under PBI-10 for the period of FY-02 through FY-04, no specific schedule is established, and full fee could be earned with no shipments in FY-03. This measure provides an accelerated schedule to ensure ATR spent fuel shipments meet a schedule that more fully supports the planned FY-04 CIC.

Note 2: Following resolution of REA, remaining funding will be evaluated to determine scope of work that can be completed, and a revised milestone negotiated, as necessary.

Because of problems experienced in the management of TRA projects, a project management improvement initiative is being implemented. The expectation is that no project will exceed the approved baseline funding authorized by DOE. Milestones for the above projects will be evaluated when a baseline change is approved, and revised as necessary. The Radioactive Waste Upgrade project baseline will be revised through a BCP and project execution will conform to the new baseline. These expectations will be

## FY 2003 - 2004 PERFORMANCE BASED INCENTIVE:

addressed in measure 6, TRA Program Management and Leadership.

Each identified milestone will have fee allocated based on need, current project status, project complexity, and budget and schedule risk. Selected milestones and associated fee allocation will be provided to BBWI in a Contracting Officer Representative (COR) letter at the commencement of the new FY.

Should any current FY project fail to meet FY PEMP milestone(s), DOE will consider the circumstances related to the failure to meet the milestones, and may assign new milestones for these projects as appropriate. No additional fee will be allocated to the revised milestones; however, a specified deduction to fee earned may apply if these revised milestones are not met. Additional details will be provided in the above referenced COR letter.

### Measure 5 TRA Maintenance Performance

For non-outage periods, A is defined as the ratio of actual total craft hours worked on scheduled work orders, scheduled fill-in work, and scheduled training less craft overtime (unscheduled) to the total craft hours scheduled on the POW; the Adherence to Schedule goal is  $\geq 78\%$ . B is defined as the ratio of actual total craft hours worked on unscheduled work orders to total craft hours scheduled on the POW; the Break-in rate goal is  $\leq 12\%$ . C is defined as the ratio of craft hours scheduled on work orders or scheduled training to total craft hours scheduled on the POW to be worked; the Craft Utilization goal is  $\geq 80\%$ .

The non-outage MPI will be calculated weekly, for non-outage periods, based on data from Passport and Primavera POW schedules.

For outage periods, G is defined as the percentage growth in the outage work package (man-hours) after the baseline outage schedule is published; the Work Package Growth goal is  $\leq 5\%$ . C is defined as the percent of CM work scheduled for completion during the outage that was actually completed; the CM Completion Rate goal is  $\geq 90\%$ . P is defined as the percent of PM work scheduled for completion during the outage that was actually completed; the PM Completion Rate goal is  $\geq 95\%$ . S is defined as the ratio of actual total craft hours worked on scheduled outage work orders less unscheduled craft overtime to the total craft hours scheduled on outage work in the published baseline outage schedule; the Schedule Adherence goal is  $\geq 90\%$ . O is defined as percent of Craft Overtime spent on outage work; the Craft Overtime goal is  $\leq 15\%$ .

The Outage MPI indicator will be calculated following each outage based on data from Passport and Primavera Outage POW schedules.

Goals are established based upon the maintenance experience baseline obtained as required by the Previous Year's Gateway, and may be adjusted as agreed to by ID and BBWI, per formal PEMP change control process.

### Measure 6 TRA Program Management and Leadership

TRA management will be evaluated on the basis of excellence in leadership, operations, safety and quality.

**DEFINE COMPLETION:** *(Specify performance elements and describe indicators of success [quality/progress]. Include baseline documentation/data against which completion documentation should be compared.) (Stretch goals must be documented by Baseline Change Proposals including documented and verified baselines which are approved by the CO.)*

### Measure 1 ATR Operating Performance & Nuclear Safety Management

This measure is completed at the end of each Fiscal Year, as indicated by a year to date cumulative operating efficiency level, and deductions based on any unscheduled outages, TSR violations or action statements entered.

### Measure 2 TRA/ATR Cost Efficiency

This measure is completed at the end of each Fiscal Year, as indicated by a year-to-date cumulative savings total for qualified cost savings measures and cumulative qualified deductions for cost overruns, approved by DOE-ID,.

### Measure 3 ATR Utilization

This measure is completed at the end of each Fiscal Year, as indicated by a year-to-date cumulative total of eligible engineering services and irradiation services provided to customers other than the prime sponsor.

### Measure 4 TRA Project Efficiency

This measure is completed at the end of each Fiscal Year, as indicated by project cost and schedule performance at the due date for the identified milestones which were met.

## FY 2003 - 2004 PERFORMANCE BASED INCENTIVE:

### Measure 5 TRA Maintenance Performance

This measure is completed at the end of each Fiscal Year, as cumulative total MPis for all outage and non-outage periods.

### Measure 6 TRA Program Management and Leadership

This measure is completed at the end of the Fiscal Year, as evaluated by DOE-ID TRA Division Director.

**COMPLETE DOCUMENTS LIST:** *(List document(s) that should be submitted, data that should be available, actions to be taken by evaluator to determine actual performance to the requirements stated above.)*

### Measure 1 ATR Operating Performance & Nuclear Safety Management

Provide an ATR Planned Outage, DOE Incentive Schedule to DOE-ID for information one week prior to each scheduled outage. Provide a reconciliation report to DOE for information following each outage summarizing the actual outage hours vs. the scheduled outage hours and reasons for any difference; the work packages completed (with scheduled hours for each) vs. those scheduled and reasons for any difference; any unscheduled work completed that was not scheduled, and a proposed operating time gain or loss for the outage as compared to the ATR Planned Outage, DOE Incentive Schedule for the outage. Also include a running total of the ATR operating performance measure for the Fiscal Year to date.

### Measure 2 TRA/ATR Cost Efficiency

Provide a monthly progress report and briefing to DOE-ID summarizing the year-to-date cost savings items approved by DOE-ID and the dollars saved for each item; the additional work that was performed with the savings realized; a summary of progress toward completion of identified cost savings opportunities, plans and schedules to achieve savings, and savings achieved to date; and a list of new cost savings opportunities identified during the previous month.

### Measure 3 ATR Utilization

Provide a monthly report and briefing to DOE-ID on new business contracts signed during the previous month, a status of work in progress for each existing contract, including problems and proposed resolutions, and contract opportunities being pursued and efforts completed or accomplishments achieved for each during the previous month. Also include a running total of the ATR Utilization performance measure for the Fiscal Year to date.

### Measure 4 TRA Project Efficiency

Provide a monthly report, and a briefing to DOE-ID at the monthly construction meeting, identifying the cost and schedule status of meeting the identified project milestones, and remedies or corrective actions planned or in place to recover any unfavorable cost or schedule variances.

### Measure 5 TRA Maintenance Performance

Provide a monthly report and a briefing to DOE-ID, identifying the cumulative MPI for both outage and non-outage periods, including identification of performance problems, and remedies or corrective actions planned or in place to recover any unfavorable areas.

### Measure 6 TRA Program Management and Leadership

None. At its option, BBWI may provide a self-assessment of the performance for the current Fiscal Year, by September 1 of each year.

**ASSUMPTIONS/TECHNICAL BOUNDARY CONDITIONS AND REMEDY STATED:** *(List foreseeable impacts to performance, which are not covered under the Contract. If the assumption or condition proves false the remedy shall be in effect. If remedy is not possible the next step is renegotiation.)*

### Measure 1 ATR Operating Performance & Nuclear Safety Management

Operating time losses or unplanned outages, referred to as lost time events, which are determined by DOE-ID as being beyond the control of BBWI, are excluded.

A lost time event is within the control of BBWI when the DOE-ID Program Manager determines that BBWI reasonably could have or should have taken action to prevent or mitigate the significance of, the event, and that the action(s) was not taken. All other events are considered beyond the control of BBWI. Examples of lost time events that may be excluded are commercial power outages, acts of



## FY 2003 - 2004 PERFORMANCE BASED INCENTIVE:

nature, premature/unanticipated failure of material, negotiated customer requests approved by DOE, equipment identified as needing replacement but unfunded or underfunded, or unrecognized legacy safety analysis deficiencies.

Following conclusion of the lost time event and return to operation, DOE-ID and BBWI will discuss the cause of the lost time event to attempt to reach agreement on whether the lost time event was beyond the control of BBWI. If DOE-ID determines that the cause for a lost time event is within the control of BBWI, and BBWI believes the event should be excluded on a case basis, BBWI shall document in writing to ID the nature of the cause and the basis for being beyond its control, within 30 days of the conclusion of the event. Failure to so notify DOE-ID in writing within 30 days forfeits the right to appeal.

DOE-ID will respond in writing within 30 days with its decision as to whether the lost time event will be excluded from the performance measure, and the basis for this decision. There will be no appeal to this decision.

These exclusions are not intended to apply to a situation where the contractor elects to accept an operating risk that contributes to an operating time loss or an unplanned outage.

Measures 2 and 3            None

Measure 4            TRA Project Efficiency

Milestones that are missed due to circumstances which are determined by DOE-ID as being beyond the control of BBWI, are excluded. The same approach to determining exclusions for missed milestones will be followed as described for Measure 1 above.

If a milestone is met, but the project is behind schedule or over budget compared to the current fiscal year baseline, (beyond reporting thresholds for unfavorable cost or schedule variances) at the time of the milestone due date, a deduction of 25% of the fee for that milestone will be imposed.

Measure 5            TRA Maintenance Performance

For weeks in which outage and non-outage work is scheduled, outage and non-outage work is covered separately. Where an unscheduled outage occurs during a scheduled non-outage period, the scheduled non-outage work up to the time the unscheduled outage occurred is covered by the non -outage measure, and outage work is covered from the time the unscheduled outage occurred.

Emergent work, covered under Break-in Rate or Work Package Growth, resulting from situations beyond the contractor's control, (e.g. equipment that breaks during an outage or had some type of problem that could not be discovered until after the outage started, or "acts of God") may be brought to DOE with a justification recommending deletion from the indicator. DOE will review and either approve or disapprove the recommendation.

Measure 6            TRA Program Management and Leadership

DOE will complete an evaluation of TRA Program Management and Leadership performance.

### Note:

1. This PBI agreed to by Chris Midgett and Ray Furstenau (by Brian Anderson) on Thursday, July 25, 2002, meeting with J. E. Dwight and Janis Sherick, Rick Cain, upon incorporation of the words "with agreement from BBWI." in measure 4.
2. This PBI (Rev. 3) agreed to by Walt Sato and Art Clark, meeting with Cheryl Thompson, September 9, 2002, with changes directed as incorporated in Rev. 4. Final approval and signature upon acceptance of Rev. 4 wording changes and inclusion of FY-03 milestones for measure 4.
3. Rev. 5 incorporates FY-03 project milestones as agreed to between TRA SAD, TRA Director, and Deputy A/M Operations, (Acting) on October 10, 2002.
4. Rev. 6 incorporates revised FY-03 project milestones as agreed to between TRA SAD, TRA Director, and Deputy A/M Operations, (Acting) on December 17, 2002, and subsequent follow-up discussions between TRA Director and TRA Deputy SAD.
5. Rev 6b incorporates a change to measure 4 wording deleting the TTAF as an element of the TRAHC ORR, and addressing the project management improvement initiative and the completion of the Radioactive Waste Upgrade project, which will be addressed under measure 6, TRA Program Management and Leadership.

## FY 2003 – FY 2004 PERFORMANCE BASED INCENTIVE

### SECTION 1 GENERAL INFORMATION

Performance Incentive Number: PBI-15  
Performance Incentive Short Title: SMC Production  
Revision Number & Date: Revision 2, October 1, 2002  
Maximum Available Incentive Fee: \$5.2M (\$2.6M/FY 03 & 04)  
Performance Incentive Type: ☒ Base ☐ Stretch ☐ Superstretch  
☒ Annual ☐ Multi-year  
Duration: ☒ Completion ☐ Progress ☒ Provisional  
Fee Payment Type:  
(check appropriate box)

### SECTION 2 PERFORMANCE OUTCOMES

Check Appropriate Box:

<input type="checkbox"/> Outcome #1 Operational Excellence	<input type="checkbox"/> Outcome #4 INEEL Revitalization
<input checked="" type="checkbox"/> Outcome #2 Mission Accomplishment	<input type="checkbox"/> Outcome #5 Leadership
<input type="checkbox"/> Outcome #3 Integrate R&D and Operations	

### SECTION 3 PERFORMANCE MEASURES AND EXPECTATION (S)

List associated performance measures and performance expectations for FY03 through FY04. Identify associated PBS # for each performance measures as appropriate.

**Measure 1:** Complete AU (FY-03 ~ FY-04)

**Expectation 1:** Complete AU per separate classified document. This is a base fee measure with 10% of total fee assigned to this measure for FY-03 and FY-04. Milestone date for completion is 9/30/03 for FY-03 and 9/30/04 for FY-04.

**Measure 2:** Complete 679/679A (FY-03)

**Expectation 2:** Complete 679/679A HEG reviews by the milestone date of 3/24/03. This is a base fee measure with 20% of total fee assigned to this measure.

**Measure 3:** Complete Turnover (FY-03)

**Expectation 3:** Complete and pass the Facility Acceptance Review of 679/679A by the milestone date of 06/18/2003. This is a base fee measure with 25% of total fee assigned to this measure.

**Measure 4:** Complete Waste Disposal (FY-03)

**Expectation 4:** Complete disposal of all legacy waste in all waste categories at SMC by September 30, 2003. All waste on inventory by June 1, 2003 will have been packaged and paperwork ready to ship by July 1, 2003 and disposed of by September 30, 2003. This is a base fee measure with 15% of total fee assigned to this measure.

## FY 2003 – FY 2004 PERFORMANCE BASED INCENTIVE

### Measure 5: Leadership Excellence (FY-03 ~ FY-04)

**Expectation 5:** Demonstrate leadership in managing SMC programmatic activities to achieve safe and cost-effective completion of defined workscope, and to exceed customer expectations. This is a base fee measure with 10% of total fee assigned to this measure for FY-03 and FY-04.

### Measure 6: Provisional Fee for progress towards "Start P1" (FY-03)

**Expectation 6:** Satisfactory progress as measured by meeting the milestone dates for "Measure 2 and Measure 3". This fee is a provisional fee for progress towards "Start P1" which has a milestone date of 12/8/03 and 20% of total fee assigned to this measure for FY-03. This fee payment will be returned to DOE-ID if the "Start P1" milestone date is not met.

### Measure 7: Start P1 (FY-04)

**Expectation 7:** Start P1 by milestone date of 12/8/03. This is a base fee measure for FY-04 with total fee assigned to this measure to be 25%. Missing this milestone date results in zero fee for this measure and paying back of provisional fee paid in FY-01, FY-02, and FY-03.

### Measure 8: Complete FAD (FY-04)

**Expectation 8:** Complete FAD by milestone per agreed upon schedule dates after completion of Measure 7. This is a base fee measure for FY-04 with total fee assigned to this measure to be 55%.

## SECTION 4 FEE SCHEDULE

*Identify fee payment schedule for the PBI and the type of payments to be made (e.g., provisional, progress, final) and the basis of the payment (e.g., per canister completed, per assembly, earned value, etc.)*

Measure	Expectation	% Of Fee	Milestone Date	Additional Information
1. Complete AU	Complete AU	10% 10%	09/30/03 09/30/04	See separate classified document
2. Complete 679/79A	Complete by: Milestone Date – 100%	20%	03/24/03	See separate classified document
3. Complete Turnover	Complete by: Milestone Date – 100%	25%	06/18/03	See separate classified document
4. Complete Waste Disposal	Complete by: Milestone Date – 100%	15%	09/30/03	Complete disposal of all legacy waste in all waste categories at SMC by September 30, 2003. All waste on inventory by June 1, 2003 will have been packaged and paperwork ready to ship by July 1, 2003 and disposed of by September 30, 2003. For additional information, see separate classified document.

## FY 2003 – FY 2004 PERFORMANCE BASED INCENTIVE

5. Leadership Excellence	Demonstrate Leadership in Management of SMC programmatic activities	10% 10%	09/30/03 09/30/04	SMC management will be evaluated on the basis of excellence in leadership, production, operations, ES&H, security and quality, according to the following schedule: Superior        100% (max fee) Excellent       90% (max fee) Good            70% (max fee) Fair             50% (max fee) Unsatisfactory 0% (max fee) For additional information, see separate document.
6. Provisional Fee for progress towards "Start P1"	Satisfactory progress by meeting the milestone dates for measure 3 & 4	20%	9/30/03	This fee is a provisional fee for progress towards "Start P1" which has a milestone date of 12/8/03.
7. Start P1	Complete by: Milestone Date – 100%	25%	12/08/03	See separate classified document
8. Complete FAD	Complete by: Milestone Date – 100%	55%	Per Schedule	See separate classified document

### SECTION 5 PERFORMANCE REQUIREMENTS

**PREVIOUS YEAR'S GATEWAY:** *(Describe previous year's gateway (if applicable) that must be completed before fee can be paid under this performance measure. The requirements listed below are the gateway only requirements for this Performance Measure.)*

NONE

**GENERAL REQUIREMENTS:** *(Describe other performance required beyond those stated in measure or expectation such as cost constraints or requirements contained in the approved project plan.)*

Cost targets and inventories of finished products, product materials, fuel oil, spare parts, etc. will be TBD at the start of each fiscal year for AU for fiscal year 2003 and fiscal year 2004. If agreed upon work scope is accomplished for less, unearned fee from the tasks above can be earned at the rate of 20 cents for each dollar saved. Fee earned cannot exceed the total fee available for this incentive. Cost savings may be applied to additional work scope, if agreed to in advance by DOE-ID (through Baseline Change Control action). If agreed upon work scope exceeds target costs, earned fee resulting from this measure may be deducted at the rate of a 20 cents for each dollar that target costs are exceeded. All changes to milestones above must be approved by DOE-ID (through Baseline Change Control action). A reduction of \$5,000 in earned fee will be assessed for each Security Infraction.

**DEFINE COMPLETION:** *(Specify performance elements and describe indicators of success [quality/progress]. Include baseline documentation/data against which completion documentation should be compared.) (Stretch goals must be documented by Baseline Change Proposals including documented and verified baselines, which are approved by the CO.)*

Completion of milestones is defined in a separate classified document.

**COMPLETE DOCUMENTS LIST:** *(List document(s) that should be submitted, data that should be available, actions to be taken by evaluator to determine actual performance to the requirements stated above.)*

The funding for this activity is part of BBWI's FY 2003 and FY 2004 DoD and other Federal Agency budget as documented in the approved FY 2003 and FY 2004 Detailed Work Plans. The contractor is required to provide

### **FY 2003 – FY 2004 PERFORMANCE BASED INCENTIVE**

documentation to DOE-ID at the end of each fiscal year to verify any fee determination. The DOE-ID Chief Financial Office and the SMC DOE-ID Program Office will validate through an audit that the documentation and request for fee payment is correct. A validation audit report with a recommendation to the amount of fee to be paid will be provided to the DOE-ID Contracting Officer.

**ASSUMPTIONS/TECHNICAL BOUNDARY CONDITIONS AND REMEDY STATED:** *(List foreseeable impacts to performance, which are not covered under the Contract. If the assumption or condition proves false the remedy shall be in effect. If remedy is not possible the next step is renegotiation.)*

The Specific Manufacturing Capability (SMC) Baseline Change Control board will review all events seen as significant and make recommendations to the contracting officer for contract, budget, and work scope changes.

## FY 2002-2004 PERFORMANCE BASED INCENTIVE

### SECTION 1 GENERAL INFORMATION

Performance Incentive Number: PBI-16 (National Security)  
Program Based Summary Number: N/A  
Performance Incentive Short Title: National Security Programs  
Revision Number & Date: January 7, 2003  
Maximum Available Incentive Fee: \$1250K in FY03; \$1.900K in FY04  
Performance Incentive Type: ☒Base ☐Stretch ☐Superstretch  
Duration: ☐Annual ☒Multi-year  
Fee Payment Type: ☒Completion ☒Progress ☐Provisional  
DOE Technical Monitor: Don MacDonald  
BBWI Technical Monitor: Laurin Dodd  
(check appropriate box)

### SECTION 2 PERFORMANCE OUTCOMES

Check Appropriate Box:

- ☒ Outcome #1 Deliver science-based, engineered solutions.  
☐ Outcome #2 Complete environmental cleanup responsibly.  
☐ Outcome #3 Provide leadership and support to optimize investments.  
☐ Outcome #4 Enhance scientific and technical talent, facilities, and equipment.

### SECTION 3 PERFORMANCE MEASURES AND EXPECTATION (S)

List associated performance measures and performance expectations for FY02. Identify associated PBS # for each performance measures as appropriate.

**Measure 1:** Accomplish the goals in the revised INEEL National Security Business Plan.

**Expectation 1.1:** Successful completion of the goals in the revised Business Plan is required to earn fee on this measure. The Business Plan will outline specific goals for assuring that INEEL capabilities are brought to bear on the national challenges related to Homeland Security. If the Business Plan requires revision during the life of this PBI, revisions to the plan must be approved by DOE-ID and finalized before the start of any given federal fiscal year.

**Expectation 1.2:** Successfully complete the DoD Critical Infrastructure Protection project in FY03.

**Expectation 1.3:** Establish a national critical infrastructure protection test range at the INEEL. The test range will be established in accordance with the needs of participating clients to the maximum extent feasible.

**Measure 2:** Apply laboratory capabilities in support of National and Homeland Security requirements.

**Expectation 2.1:** Establish long-term viability of the SCADA test bed program.

**Expectation 2.2:** Develop a physical security business line within the National Security Division.

**Measure 3:** Establish long-term viability of a materials science research program in support of the national security mission.

**Expectation 3.1:** Obtain customer concurrence on a one-year \$2.5M research program in accordance with Congressional direction provided in the FY03 Defense Appropriations Bill, perform the program in accordance with the plan and obtain customer support for continuation of the program.

## FY 2002-2004 PERFORMANCE BASED INCENTIVE

### SECTION 4 FEE SCHEDULE

*Identify fee payment schedule for the PBI and the type of payments to be made (e.g., provisional, progress, final) and the basis of the payment (e.g., per canister completed, per assembly, earned value, etc.)*

#### Measure 1:

**Expectation 1.1:** Fees will be paid based upon the percentage of goals achieved in the business plan for the fiscal year. (\$500K FY03, \$500K FY04) Fees will be earned per the following schedule:

>95% --	\$500K
90-94% --	\$450K
85-89% --	\$400K
80-84% --	\$300K
75-79% --	\$225K
70-74% --	\$175K
<70% --	no fee

**Expectation 1.2:** Scope for the DOD Critical Infrastructure Protection project was defined in March of 2002. Fee will be paid upon completion of DoD Critical Infrastructure Protection project scope as defined. (\$200K)

**Expectation 1.3:** Full fee will be paid under the following condition: (FY-2004 \$600K)

- Two new projects, in addition to DoD Critical Infrastructure Protection project (and of same relative importance of the DoD Critical Infrastructure Protection project) are initiated at INEEL.

**Measure 2:** This is a multi-year measure covering FY03/FY04. Fees will be paid in accordance with the following:

#### **Expectation 2.1:**

Obtain approval of the comprehensive 8 year SCADA test bed program plan by DOE/DHS. (\$50K)

Perform FY03 tasks as scheduled in the SCADA test bed program plan consistent with the level of funding from the Energy Assurance client. (\$200K)

Perform FY04 tasks as scheduled in the SCADA test bed program plan (FY04 - \$300K)

#### **Expectation 2.2:**

Initiate and perform three new projects strategically important to the long-term future of the physical security business line consistent with the business plan. (FY04 - \$300K)

**Measure 3:** This is a multi-year measure covering FY03/FY04. Fees will be paid in accordance with the following:

#### **Expectation 3.1:**

Perform work and meet defined FY03 milestones as detailed in the customer approved research program plan per customer expectations. (\$300K)

Perform work and meet defined FY04 milestones as detailed in the customer approved research program plan per customer expectations. (\$200K)

## FY 2002-2004 PERFORMANCE BASED INCENTIVE

### SECTION 5 PERFORMANCE REQUIREMENTS

**PREVIOUS YEAR'S GATEWAY:** *(Describe previous year's gateway (if applicable) that must be completed before fee can be paid under this performance measure. The requirements listed below are the gateway only requirements for this Performance Measure.)*

None

**GENERAL REQUIREMENTS:** *(Describe other performance required beyond those stated in measure or expectation such as cost constraints or requirements contained in the approved project plan.)*

Cost and milestone targets set by the customer program, through customer controlled program or project planning documentation, must be met.

The INEEL is responsible for maintaining an appropriate work control system (e.g. Detailed Work Plans or similar system) to allow for traceability of project baselines for purposes of demonstrating completion of defined work scopes.

**DEFINE COMPLETION:** *(Specify performance elements and describe indicators of success [quality/progress]. Include baseline documentation/data against which completion documentation should be compared.) (Stretch goals must be documented by Baseline Change Proposals including documented and verified baselines which are approved by the CO.)*

Completion requirements will be determined per the customer approved project or program baseline.

**COMPLETE DOCUMENTS LIST:** *(List document(s) that should be submitted, data that should be available, actions to be taken by evaluator to determine actual performance to the requirements stated above.)*

The work scope to be accomplished is funded by a number of clients and customers. The INEEL is responsible for maintaining appropriate project control documentation for each project so as to allow for determination of completion of technical work scope, milestones and costs per customer expectations. DOE-ID may conduct an annual validation audit to document performance against customer requirements.

**ASSUMPTIONS/TECHNICAL BOUNDARY CONDITIONS AND REMEDY STATED:** *(List foreseeable impacts to performance, which are not covered under the Contract. If the assumption or condition proves false the remedy shall be in effect. If remedy is not possible the next step is renegotiation.)*

If funding for any or all of the activities described in Section 3 becomes unavailable or altered, performance requirements will be renegotiated.



## FY 2002 COMPREHENSIVE PERFORMANCE BASED INCENTIVE

### SECTION 1 GENERAL INFORMATION

Performance Incentive Number:	PBI-17
Program Based Summary Number:	N/A
Performance Short Title:	Comprehensive Performance
Revision Number & Date:	January 20, 2003
Maximum Available Fee:	\$3000K (Annual Fee)
Performance Incentive Type:	<input checked="" type="checkbox"/> Base <input type="checkbox"/> Stretch <input type="checkbox"/> Superstretch
Duration:	<input checked="" type="checkbox"/> Annual <input type="checkbox"/> Multi-year
Fee Payment Type:	<input checked="" type="checkbox"/> Award <input type="checkbox"/> Progress <input type="checkbox"/> Provisional
DOE Technical Monitor:	Paul Keele
BBWI Technical Monitor:	Richard Nugent, Paul Kearns, Paul Rosenkoetter
(check appropriate box)	

### SECTION 2 PERFORMANCE OUTCOMES

Check Appropriate Box:

- ☐ Outcome #1 Deliver science-based, engineered solutions.
- ☐ Outcome #2 Complete environmental cleanup responsibly.
- ☒ Outcome #3 Provide leadership and support to optimize investments.
- ☐ Outcome #4 Enhance scientific and technical talent, facilities, and equipment.

### SECTION 3 PERFORMANCE MEASURES AND EXPECTATION (S)

List associated performance measures and performance expectations for FY02. Identify associated PBS # for each performance measures as appropriate.

**Performance Measure 1:** It is in the Government's interest in safely accomplishing the mission of the INEEL that the following be achieved:

Examples of performance indicators will include:

- Complete the PLN-489, "Nuclear Facility Safety Basis Work Plan" milestones for FY2003 as specified in the plan and conform to any additional conditions of approval contained in Safety Evaluation Reports.
- Actively manage the INEEL QA program to implement the Department's QAIP and support DOE's response to DNFSB recommendation 2002-01.
- Conduct Facility Evaluation Board (FEB) reviews of representative site and laboratory operations. FEBs should review the operability of vital safety systems and mission critical equipment (implementation of DNFSB Recommendation 2000-02) and the validation of corrective actions on Root Cause 2 (unstructured work) from the CO2 Accident.
- Complete and execute action plans to address issues identified in the BBWI, November 2002, VPP annual assessment.
- Achieve an Environmental Compliance Violations Index = or < 0.04.
- Prepare for, coordinate and support the OA inspection. BBWI achieves an overall rating of "effective performance" for those areas tasked in the INEEL management and operation contract.

## FY 2002 COMPREHENSIVE PERFORMANCE BASED INCENTIVE

**Performance Measure 2:** Make advancements in producing original, creative scientific output that advances fundamental science and opens important new areas of inquiry; success in achieving sustained progress and impact on the field; and recognition from the scientific community. Demonstrate contributions made to the scientific and engineering knowledge base underpinning the technology program, and recognition from the technical community. Effectively communicate technical results in order to maximize the value of research and to gain appropriate recognition for DOE and the Laboratory. Demonstrate effectiveness in developing, managing, and transferring to industry intellectual property and technical know-how associated with research discoveries.

Examples of performance indicators will include:

- Demonstrate improvement in selected scientific excellence index (SEI) indicators.
- Development of advanced computational science capabilities to support DOE mission needs and demonstrated contribution to the DOE advanced scientific computing initiative.
- Identify and protect laboratory intellectual property and optimize invention disclosures and patenting activities.
- Exploit INEEL developed technologies to ensure that research results are being utilized outside the laboratory through deployments, licensing, and technology assistance.
- Support programmatic efforts to establish collaborative research partnerships with industry and other agencies domestic and international, to leverage resources, gain expertise, and better accomplish INEEL Institutional Plan objectives through CRADAS, WFO and other research agreements.

**Performance Measure 3:** Develop and sustain leadership excellence which contributes to the success of the INEEL missions. Defining and institutionalizing a long-term vision, communicating and integrating the vision with operations, aligning assets and resources to efficiently execute these missions, and creating a business and laboratory framework for success will be measured.

Examples of performance indicators include:

- Effective transition of LPSO functions from EM to NE.
- Comprehensive long-term Labor Relations strategies, approaches, and execution.
- Refinement/improvement of the Multi-Year Human Resources Plan and management.
- Demonstrate effective project management execution.
- Continued emphasis on cost reduction activities.
- Develop innovative business practices, which result in long-term structural cost efficiencies.
- Alignment of Business Model with changing INEEL missions.

SECTION 4  
THE SCHEDULE

## FY 2002 COMPREHENSIVE PERFORMANCE BASED INCENTIVE

*Identify fee payment schedule for the PBI and the type of payments to be made (e.g., provisional, progress, final) and the basis of the payment (e.g., per canister completed, per assembly, earned value, etc.)*

The contractor may earn 100% of fee based on accomplishment of these Performance Measures. Accomplishment will be determined by management evaluation of the listed indicators and other related performance considerations. Monthly (or as mutually agreed) communications and reporting will be the primary method to status performance.

### SECTION 5 PERFORMANCE REQUIREMENTS

**PREVIOUS YEAR'S GATEWAY:** *(Describe previous year's gateway (if applicable) that must be completed before fee can be paid under this performance measure. The requirements listed below are the gateway only requirements for this Performance Measure.)*

None

**GENERAL REQUIREMENTS:** *(Describe other performance required beyond those stated in measure or expectation such as cost constraints or requirements contained in the approved project plan.)* None

**DEFINE COMPLETION:** *(Specify performance elements and describe indicators of success [quality/progress]. Include baseline documentation/data against which completion documentation should be compared.) (Stretch goals must be documented by Baseline Change Proposals including documented and verified baselines which are approved by the CO.)*

See Section 3 for performance objective and measures. Performance evaluation of the PBI will be determined by overall DOE-ID senior management evaluation on a quarterly basis and final fee determination by the Fee Determining Official on a semi-annual basis. Contractor may submit a self-assessment for this incentive on a quarterly basis.

**COMPLETE DOCUMENTS LIST:** *(List document(s) that should be submitted, data that should be available, actions to be taken by evaluator to determine actual performance to the requirements stated above.)* None

**ASSUMPTIONS/TECHNICAL BOUNDARY CONDITIONS AND REMEDY STATED:** *(List foreseeable impacts to performance, which are not covered under the Contract. If the assumption or condition proves false the remedy shall be in effect. If remedy is not possible the next step is renegotiation.)* None

## FY2002 – 2004 MULTI-YEAR PERFORMANCE BASED INCENTIVE:

### SECTION 1 GENERAL INFORMATION

Performance Incentive Number: PBI-18  
Program Based Summary Number: N/A  
Performance Incentive Short Title: INEEL Energy, Environmental, Engineering Technology, and Science Capability  
Revision Number & Date:  
Maximum Available Incentive Fee: January 15, 2003  
Performance Incentive Type: \$1.8M base fee  
Duration: X Base                      Stretch                      Superstretch  
Fee Payment Type:                      Annual                      X Multi-year  
(check appropriate box)                      X Completion                      Progress                      Provisional

### SECTION 2 PERFORMANCE OUTCOMES

Check Appropriate Box:

- X Outcome #1 Deliver science-based, engineered solutions.  
Outcome #2 Complete environmental cleanup responsibly.  
X Outcome #3 Provide leadership and support to optimize investments.  
X Outcome #4 Enhance scientific and technical talent, facilities, and equipment.

### SECTION 3 PERFORMANCE MEASURES AND EXPECTATION (S)

List associated performance measures and performance expectations for FY02 through FY04. Identify associated PBS # for each performance measures as appropriate.

**Measure 1:** Maintain and enhance INEEL's energy, environmental, engineering technology and science capabilities by accomplishing key strategies described in the INEEL Strategic Plan.

**Expectation 1:** Accomplish the goals in the INEEL Energy, Environmental, Engineering Technology, and Science Strategic Achievement Plan. The Strategic Achievement Plan (SAP) will focus on three primary strategies outlined in the January 2003 INEEL Strategic Plan as follows:

**Strategy 1:** *Conduct leading-edge R&D focused on biomass/whole-crop utilization, hydrogen production and infrastructure, and other energy efficiency, renewable energy, and fossil energy technologies that contribute to improving the nation's energy security and environmental quality.*

**Strategy 2:** *Facilitate completion of DOE's legacy cleanup and stewardship responsibilities.*

**Strategy 3:** *Conduct science and identify technologies that underpin solutions to DOE's mission (reliable energy, national security, energy-related science).*

Successful completion of 70% of the goals in the approved INEEL Energy, Environmental, Engineering Technology, and Science Strategic Achievement Plan is required to earn fee on this measure. To win 100% of the award fee will require accomplishing at least 95% of the goals in the SAP, which must be approved by DOE-ID. If the SAP requires revision during the life of this PBI, revisions to the plan must be approved DOE-ID. The Energy, Environmental, Engineering Technology and Science Strategic Achievement Plan will outline specific goals for assuring that INEEL capabilities on regional and national DOE R&D challenges related to energy and environmental security.

## FY2002 – 2004 MULTI-YEAR PERFORMANCE BASED INCENTIVE:

### SECTION 4 FEE SCHEDULE

Identify fee payment schedule for the PBI and the type of payments to be made (e.g., provisional, progress, final) and the basis of the payment (e.g., per canister completed, per assembly, earned value, etc.)

The measures, schedule, and payment basis will be rated on measurable performance expectations and objective milestones and deliverables. The opportunity is provided to the contractor to earn additional award fee commensurate with realized increases in associated base funding.

**Expectation 1:** Fees will be paid based upon the percentage of goals achieved in the INEEL Energy, Environmental, Engineering Technology, and Science Strategic Achievement Plan for the fiscal year. (\$800K FY03, \$1.0M FY04) Fees will be earned by strategy per the following schedule:

>95% -- \$800K
90-94% -- \$720K
85-89% -- \$640K
80-84% -- \$480K
75-79% -- \$360K
70-74% -- \$300K
<70% --no fee

### SECTION 5 PERFORMANCE REQUIREMENTS

**PREVIOUS YEAR'S GATEWAY:** (Describe previous year's gateway (if applicable) that must be completed before fee can be paid under this performance measure. The requirements listed below are the gateway only requirements for this Performance Measure.)

It is related to FY01 measures 2.2.4.1, 2.2.4.2, 4.5.1.2, and 4.5.1.3 as well as FY02 PBI 12 and PBI 17.

**GENERAL REQUIREMENTS:** (Describe other performance required beyond those stated in measure or expectation such as cost constraints or requirements contained in the approved project plan.)

FY03 specific deliverables will be proposed by February 20, 2003 and by December 15, 2003 for FY04 for inclusion in this PBI.

**DEFINE COMPLETION:** (Specify performance elements and describe indicators of success [quality/progress]. Include baseline documentation/data against which completion documentation should be compared.) (Stretch goals must be documented by Baseline Change Proposals including documented and verified baselines which are approved by the CO.)

The Measures, schedule, and payment basis will be rated on objective milestones and deliverables.

**COMPLETE DOCUMENTS LIST:** (List document(s) that should be submitted, data that should be available, actions to be taken by evaluator to determine actual performance to the requirements stated above.)

The current list of Measures and documents are defined section 3 above.

**ASSUMPTIONS/TECHNICAL BOUNDARY CONDITIONS AND REMEDY STATED:** (List foreseeable impacts to performance, which are not covered under the Contract. If the assumption or condition proves false the remedy shall be in effect. If remedy is not possible the next step is renegotiation.)

None.